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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91209747
Party	Defendant Bluewater Key RV Ownership Park Property Owners Association, Inc.
Correspondence Address	ARLEN L OLSEN SCHMEISER OLSEN & WATTS LLP 22 CENTURY HILL DR , STE 302 LATHAM, NY 12110-2137 UNITED STATES LMOLLOY@IPLAWUSA.COM, AOLSEN@IPLAWUSA.COM, aminor@iplawusa.com, dpomonis@iplawusa.com, ctuminello@iplawusa.com, aolsen@iplawusa.com
Submission	Other Motions/Papers
Filer's Name	Arlen L. Olsen
Filer's e-mail	aolsen@iplawusa.com, aminor@iplawusa.com, dpomonis@iplawusa.com
Signature	/Arlen L. Olsen/
Date	05/07/2014
Attachments	BLUE.50557_SJMotion_Exhibit_S_To_ALOlsenDeclara- tion_JMDecl_wExhibits.pdf(3872888 bytes) BLUE.50557_SJMotion_Exhibit_Y_ToALOlsenDeclaration.pdf(61855 bytes) CERT_of_Serv_TO_OppNo91209747_Exhibits_S_and_Y_toALO_SJM_and_M OL.pdf(135215 bytes)

Exhibit S

DECLARATION OF JAMES MAZUREK

1. My name is James Mazurek. I was a former President of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 4 at 2. I have attached Exhibit 4, which is a President's Newsletter of September 9, 1999 from me during my term as President of Bluewater Key RV Ownership Park Property Owners Association, Inc. As the former President of Bluewater Key RV Ownership Park Property Owners Association, Inc., my duties and responsibilities included management of Bluewater Key RV Ownership Park and Board of Directors for Bluewater Key RV Ownership Park Property Owners Association, Inc.
2. Currently, I am the owner of recreational vehicle (RV) lots 76 and 77 in Bluewater Key RV Ownership Park. *See* Ex. 3 at 2.
3. As a title owner of RV lots 76 and 77 in Bluewater Key RV Ownership Park (*see* Ex. 3 at 2), I am automatically a member of Bluewater Key RV Ownership Park Property Owners Association, Inc. pursuant to Sections 1-2 of Article V in the Articles of Incorporation of Bluewater Key RV Ownership Park Property Owners Association Inc. (Ex. 5 at 4-5) and Section I of Article IV in the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park (Ex. 6 at 4), and Section 7 of Article II in the By-Laws of Bluewater Key RV Ownership Park Property Owners Association, Inc. (Ex. 7 at 3). I have attached the Articles of Incorporation of Bluewater Key RV Ownership Park Property Owners Association Inc. of July 31, 1989 (*see gen. Ex. 5*), the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park of July 31, 1989 (*see gen. Ex. 6*), and the By-Laws of Bluewater Key RV Ownership Park Property Owners Association Inc. (*see gen. Ex. 7*). The Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park (*see gen. Ex. 6*) has been on file with Monroe County, Florida since August 10, 1989. *See* Ex. 11 at 2. The Articles of Incorporation of Bluewater Key RV Ownership Park Property Owners Association Inc. (*see gen. Ex. 5*) have been incorporated since August 3, 1989. *See* Ex. 11 at 2. The By-Laws

of Bluewater Key RV Ownership Park Property Owners Association, Inc. (*see gen. Ex. 7*) have been adopted since August 11, 1989. *See Ex. 11 at 2.*

4. As the former President of Bluewater Key RV Ownership Park Property Owners Association, Inc. (*see Ex. 4 at 2*), a current owner of RV lots in Bluewater Key RV Ownership Park (*see Ex. 3 at 2*), and a current member of Bluewater Key RV Ownership Park Property Owners Association, Inc. (*see Ex. 3 at 2; Ex. 5 at 4-5*), I am personally knowledgeable about the matters stated herein. I make this declaration in support of a motion for summary judgment by Applicant/Petitioner, Bluewater Key RV Ownership Park Property Owners Association, Inc. (also referred to as "Applicant/Petitioner").
5. Lloyd A. Good, Jr. was the President of Saddlebunch Recreational Vehicle Park, Inc. *See Ex. 6 at 27.* For Saddlebunch Recreational Vehicle Park, Lloyd A. Good, Jr. used the business address, P.O. Box 409, Lower Sugarloaf Key, FL 33044. *See Ex. 1 at 2.* I have attached Exhibit 1. Exhibit 1 is a letter of November 13, 1998 from Lloyd A. Good, Jr. with the address of Saddlebunch Recreation [*sic*] Vehicle Park. *See Ex. 1 at 2.* I have attached Exhibit 9, which is a letter of January 31, 1990 from Lloyd A. Good, Jr. with the address of Saddlebunch Recreational Vehicle Park. *See Ex. 9 at 2.* Further, I have attached Exhibit 10, which is a letter of April 8, 1994 from Lloyd A. Good, Jr. with the address of Saddlebunch Recreation [*sic*] Vehicle Park. *See Ex. 10 at 2.* In the letterheads of Lloyd A. Good, Jr., appears Bluewater Key RV Ownership Park. *See Ex. 1 at 2; Ex. 9 at 2; Ex. 10 at 2.*
6. Saddlebunch Recreational Vehicle Park was the developer of Bluewater Key RV Ownership Park. *See Ex. 6 at 2, 28; Ex. 7 at 2.* Saddlebunch Recreational Vehicle Park was located in Monroe County, Florida. *See Ex. 5 at 3; Ex. 6 at 27.*
7. With respect to Bluewater Key RV Ownership Park, Lloyd A. Good, Jr. used the business address, P.O. Box 409, Lower Sugarloaf Key, FL 33044. *See Ex. 8 at 2.* Lloyd A. Good, Jr. used the same business address and telephone numbers for both Saddlebunch Recreational Vehicle Park and Bluewater Key RV Ownership Park. *See Ex. 1 at 2; Ex. 8 at 2; Ex. 9 at 2; Ex. 10 at 2.*

8. In addition, Lloyd A. Good, Jr. was the first President of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 1 at 2; Ex. 5 at 6. Bluewater Key RV Ownership Park Property Owners Association, Inc. is located in Monroe County, Florida. *See* Ex. 7 at 2. In the By-Laws of Bluewater Key RV Ownership Park Property Owners Association Inc. (Ex. 7 at 2), the principal office of Bluewater Key RV Ownership Park Property Owners Association Inc. was “at the Recreation Building located on the Bluewater Key RV Park on Saddlebunch Key, Monroe County Florida.” Bluewater Key RV Ownership Park Property Owners Association, Inc. is a Florida Corporation. *See* Ex. 7 at 2.
9. The plat description (*see* Ex. 5 at 3; Ex. 6 at 2, 3, 27) and the map for Saddlebunch Recreational Vehicle Park (*see* Ex. 6 at 28) provided the legal description of the part of the land that became the property in Bluewater Key RV Ownership Park. The map advertisement of Bluewater Key RV Ownership Park showed the initial land in Bluewater Key RV Ownership Park (*see* Ex. 8 at 2).
10. Lloyd A. Good, Jr. was the initial registered agent for Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 5 at 2. The address for the registered agent of Bluewater Key RV Ownership Park Property Owners Association, Inc. was Saddlebunch Key, Mile Marker 14.3, US#1, C/O P.O. Box 409, Lower Sugarloaf Key, Florida 33044. *See* Ex. 5 at 2.
11. Brian Sullivan was the first Vice-President of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 5 at 6.
12. Dolores Zickert was the secretary and treasurer of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 5 at 6. Dolores Zickert was also the incorporator of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 5 at 9.
13. Lloyd A. Good, Jr., Brian Sullivan, and Dolores Zickert were the first Directors of the Board of Directors for Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 5 at 5, 6.

14. In the letter of November 13, 1998 from Lloyd A. Good, Jr., Lloyd A. Good, Jr. indicated to lot owners that Lloyd A. Good, Jr. would resign as an officer and director of Bluewater Key RV Ownership Park Property Owners Association, Inc. on January 1, 1999. *See* Ex. 1 at 2. As an owner of RV lots 76 and 77, I received a copy of the letter of November 13, 1998 from Lloyd A. Good, Jr. On January 1, 1999, Lloyd A. Good, Jr. resigned as the President and Director of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 1 at 2.
15. I personally knew Lloyd A. Good, Jr. and I succeeded Lloyd A. Good, Jr. as the new President of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 4 at 2. I served as the President of Bluewater Key RV Ownership Park Property Owners Association, Inc. from January 1, 1999 –January, 2000 Board meeting.
16. Lloyd A. Good, Jr. had a daughter named Catherine Duncan Good. Catherine Duncan Good's corporation had a contract as a rental agent for the lots in Bluewater Key RV Ownership Park.
17. During my term as President of Bluewater Key RV Ownership Park Property Owners Association, Inc., Bluewater Key RV Ownership Park Property Owners Association, Inc. purchased lots C & D from Lloyd A. Good, Jr. since Lloyd A. Good, Jr. resigned. *See* Ex. 4 at 2.
18. During my term as President of Bluewater Key RV Ownership Park Property Owners Association, Inc., Bluewater Key RV Ownership Park Property Owners Association, Inc. negotiated to have the rentals turned over to Bluewater Key RV Ownership Park Property Owners Association, Inc. Bea Underwood became Bluewater Key RV Ownership Park Property Owners Association, Inc.'s new rental agent.
19. Bluewater Key RV Ownership Park Property Owners Association, Inc. has a current business address at 2950 Highway 1, Key West, Florida 33040.
20. I learned about Bluewater Key RV Ownership Park when we saw the sign on the highway 2950 U.S. 1.
21. The first time I learned about Bluewater Key RV Ownership Park Property Owners Association, Inc. was 1994.

22. In 1994, I purchased RV lots 76 and 77 in Bluewater Key RV Ownership Park. *See* Ex. 3 at 2.

On March 7, 1994, I entered into a Contract for Sale and Purchase of RV lots 76 and 77. *See* Ex. 14 at 2, 9. I have submitted a letter of June 20, 1994 from Lloyd A. Good, Jr. to me regarding my closing for RV lots 76 and 77. *See* Ex. 15 at 2. I closed on lots 76 and 77 in 1994. I have submitted my deed of July 15, 1994 for RV lots 76 and 77. *See* Ex. 3 at 2. I received a letter of February 8, 1995 from Lloyd A. Good, Jr. regarding a list of 1994 actual association expenses less income for lots 76 and 77. *See* Ex. 16 at 2. My share of the amount of money, owed on February 8, 1995 for RV lots 76 and 77, was based on the length of time that I owned RV lots 76 and 77 in 1994. *See* Ex. 16 at 2. Currently, I have owned RV lots 76 and 77 in Bluewater Key RV Ownership Park for 20 years. *See* Ex. 3 at 2.

23. The nature of business at Bluewater Key RV Ownership Park Property Owners Association, Inc. concerns recreational vehicle park services. Bluewater Key RV Ownership Park is a recreational vehicle park. At Bluewater Key RV Ownership Park, RV owners may park recreational vehicles on RV lots and enjoy recreational vehicle park amenities. Bluewater Key RV Ownership Park has amenities such as a park, a pool, a people park, a pet park, a clubhouse, and boat docks. *See* Ex. 8 at 2.

24. Bluewater Key RV Ownership Park Property Owners Association, Inc. regulates use of common areas and leasing of lots in Bluewater Key RV Ownership Park. In addition, Bluewater Key RV Ownership Park Property Owners Association, Inc. promulgates rules regarding leasing of lots in Bluewater Key RV Ownership Park. Bluewater Key RV Ownership Park Property Owners Association, Inc. requires RV lot owners to identify persons, who will rent RV lots from RV lot owners. Bluewater Key RV Ownership Park Property Owners Association, Inc. requires the identification of renters as a safety measure.

25. When I purchased lots 76 and 77 in Bluewater Key RV Ownership Park, there was a large sign in the storage yard of Bluewater Key RV Ownership Park, near US Highway 1 with the words

“Bluewater Key R.V. Resort”. The words “Bluewater Key” were in larger letters than the words “R.V. Resort”. *See* Ex. 13 at 2.

26. Bluewater Key RV Ownership Park Property Owners Association, Inc. does not allow RV lot owners to build houses on the RV lots in Bluewater Key RV Ownership Park. *See* Ex. 6 at 20. Section 2(a) of Article VII in the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park prohibits “(a) [a]ny structure designed, intended or used as permanent living quarters.” Ex. 6 at 20.
27. Bluewater Key RV Ownership Park Property Owners Association, Inc. does not allow RV lot owners to place signage of RV lots. *See* Ex. 6 at 21. Section 2(l) in Article VII in the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park prohibits “(l) [s]ignage on any lot including a ‘for sale’ or ‘for rent’ sign except for a small name plate attached to a mailbox or placed at entrance to any lot on a post approved by the Landscape and Architectural Board.” Ex. 6 at 21. Section 2(h) in Article VII in the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park prohibits “[a]ny commercial activity on any lot including the use of any lot for a home occupation or profession.” Ex. 6 at 20.
28. Rita Clark purchased RV lots in Bluewater Key RV Ownership Park. *See* Ex. 2 at 3, 4. Rita Clark became a member of Bluewater Key RV Ownership Park Property Owners Association, Inc. when Rita Clark purchased RV lots in Bluewater Key RV Ownership Park. *See* Ex. 5 at 4-5; Ex. 6 at 4; Ex. 7 at 3; Ex. 2 at 3.
29. Rita Clark and her husband Roland Clark have attended and participated in meetings of Bluewater Key RV Ownership Park Property Owners Association, Inc. *See* Ex. 2 at 3, 4.
30. Bluewater Key RV Ownership Park Property Owners Association, Inc. provides RV resort rental services, namely, recreational vehicle (RV) park services in Bluewater Key RV Ownership Park.
31. Rita Clark rents and leases RV lots in Bluewater Key RV Ownership Park.
32. Bluewater Key RV Ownership Park Property Owners Association, Inc. provides services in the same recreational vehicle park as Rita Clark d/b/a Bluewater Rentals.

33. The term, "Bluewater Key" is a shortened name for Bluewater Key RV Ownership Park Property Owners Association, Inc. I have known about the shortened name, Bluewater Key, for Bluewater Key RV Ownership Park Property Owners Association, Inc. from the time I purchased my lots 76 and 77 in Bluewater Key RV Ownership Park. I learned about the use of the shortened name, Bluewater Key, when I purchased lots 76 and 77.
34. Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website address is www.bluewaterkey.com. *See* Ex. 4 at 2. Bluewater Key RV Ownership Park Property Owners Association, Inc.'s email address is bluekeyrv@aol.com. *See* Ex. 4 at 2.
35. Bluewater Rentals' website is www.bluewaterkey.net. Bluewater Rentals' email address is bluewaterkey@gmail.com.
36. I have attached Exhibit 12 as a printout of the Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website from archive.org. *See* Ex. 12 at 2. The printout of Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website provides a date of April 27, 1999. *See* Ex. 12 at 2. The term "Bluewater Key" is in large letters at the top of the printout of the Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website. The printout of the Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website shows the same 1-800 telephone number used by Lloyd A. Good, Jr. in previous letters and advertisements. *See* Ex. 1 at 2; Ex. 8 at 2; Ex. 9 at 2; Ex. 10 at 2; Ex. 12 at 2. The printout of the Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website shows that the 1-800 telephone number was for reservations. *See* Ex. 12 at 2. I was the President of Bluewater Key RV Ownership Park Property Owners Association, Inc. in April 1999 and the printout of the Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website from www.archives.org shows a true and accurate representation of Bluewater Key RV Ownership Park Property Owners Association, Inc.'s website in April 1999.
37. During my term as President of Bluewater Key RV Ownership Park Property Owners Association, Inc., I had no discussions with Rita Clark about Rita Clark d/b/a Bluewater Rentals

filing a federal trademark application for the trademark, Bluewater Rentals in the United States Patent and Trademark Office. During my term as President of Bluewater Key RV Ownership Park Property Owners Association, Inc., I did not give Rita Clark or Rita Clark d/b/a Bluewater Rentals permission to file a federal trademark application in the United States Patent and Trademark Office for the trademark, Bluewater Rentals.

38. Well after I was no longer the President of Bluewater Key RV Ownership Park Property Owners Association, Inc., Rita Clark d/b/a Bluewater Rentals filed a federal trademark application for the trademark, Bluewater Rentals and obtained a federal trademark registration for the trademark, Bluewater Rentals. I was unaware that Rita Clark d/b/a Bluewater Rentals had filed a federal trademark application in the United States Patent and Trademark Office for the trademark, Bluewater Rental until receiving notice that Rita Clark d/b/a Bluewater Rentals would oppose Bluewater Key RV Ownership Park Property Owners Association Inc.'s trademark, Bluewater Key. Further, I was unaware that Rita Clark d/b/a Bluewater Rentals had obtained a federal trademark registration for the trademark, Bluewater Rentals from the United States Patent and Trademark Office until receiving notice that Rita Clark d/b/a Bluewater Rentals would oppose Bluewater Key RV Ownership Park Property Owners Association Inc.'s trademark, Bluewater Key. As such, I was unaware of the federal trademark application for the trademark, Bluewater Rentals prior the deadline to oppose the federal trademark application for the trademark, Bluewater Rentals.

[Remainder of page left intentionally blank.]

39. The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any resulting registration therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Date:

4-22-14
James Mazurek

James Mazurek

Declaration

Exhibit 1

Bluewater Key RV Ownership Park

Saddlebunch Recreation Vehicle Park

P.O. Box 409

Lower Sugarloaf Key, FL 33044

(305) 745-2494 or 1-800-237-2266

November 13, 1998

P.O. Box 409, Sugarloaf Key, Florida 33044 •

*Did not
respond*

Dear Lot Owner:

Please be advised that effective January 1, 1999 I will be resigning as an officer and director of the "Bluewater Key RV Ownership Park Property Association Inc.", and will be transferring ownership of all the "common areas" including the boat ramp and garbage easements in "Tract D" to said Association.

In order to avoid a formal membership meeting on the third Thursday of January 1999, I am requesting pursuant to Article III, Section 2 of the By Laws a special meeting of the members and a written response pursuant to Article III Section 4 to elect a new Board of Directors.

The nominating committee composed of Larry Greer, Lloyd A. Good, Jr., Dennis Henson and Bea Underwood have proposed for your vote the following members to be the Board of Directors commencing January 1, 1999.

James Mazurek	Lot 76 & 77
Wayne Wuerl	Lot 66
David Beck	Lot 49
Charles Thrune	Lot 41
Skip Oetzel	Lot 36
Stanley Tuggle	Lot 74
Tim Appert	Lot 80

The new Board of Directors will at their first meeting in January elect officers to operate the Association.

Please indicate your vote of approval or disapproval with your name and lot number on the enclosed ballot and return it to me as soon as possible

Sincerely,

Also a [unclear]

Lloyd A. Good,

*LTR FR. DEVELOPER
TO BLUEWATER KEY
OWNERS.*

NOTE: LETTER HEAD

b/para 1

Cpg. 2

LAGjr/dz
Enclosure

Ballot for Board of Directors
of Bluewater Key RV Ownership Property
Association Inc. to serve from January 1, 1999
until the next annual meeting of the members
on the third Thursday of January 2000

I hereby vote for ☐ or against ☐
the following 7 member Board of Directors.

James Mazurek
Wayne Wuerl
David Beck
Charles Thrune
Alfred (Skip) Oetzel
Stanley Tuggle
Timothy Appert

Name _____

Lot No. _____

James Mazurek

Declaration

Exhibit 2



Minutes of the Annual Meeting of the Owners of Bluewater Recreational Vehicle Park

Thursday January 21, 1999

James Mazurek lot 77 called the meeting to order and introduced the officers.

Wayne Wuerl lot 66 gave the following financial report.

1/21/99 Treasures Report

As of 1/21/99 the association bank balance is \$61,755.86

Outstanding association dues are \$6,804.92. Of the outstanding dues Saddle RV Park (Lloyd Good) is owed \$802.03 for funds extended during the period 11/06/98 to 12/30/98.

Available outstanding funds when all dues are collected will be \$67,622.88 and should be sufficient for 1999.

Notice is given that as of February 5, 1999 outstanding assessments will be deemed delinquent, subject to section 8 of the declaration of restrictions and protective covenants for Bluewater Key RV Park. That is there will be a late fee of \$25.00 per lot imposed and interest at prime currently (7.75%) + 2% will begin to accrue.

Association members can expect dues notices to be mailed to the address of record maintained by the association on approximately 10/01/99 and 10/1 of each succeeding year. Dues are payable at that time. Dues will become delinquent effective 1/01/2000 and 1/1 of each succeeding year.

Delinquent association members will be published.

Delinquent dues will be offset from any available rent.

It should be fairly plain that dues are and have been a problem. I appeal to your sense of fairness to your fellow lot owners to pay your dues promptly.

For those association members who rent their lots, it should be noted and understood Section 14 prohibits direct leasing by an owner. All rentals must be made through the proper association representative.

Dave Goodrich lot 38 asked who the board was and who had voted it in. James Mazurek answered that we had been elected by a 3/4 vote of the owners. Dave Goodrich stated that he had not received any ballot material even though it was sent to the same address as his rent.

Bob Dagenhart lot 35 made the motion and it was seconded that the board be accepted and that we move on.

Bob Dagenhart asked how we intended to handle the rental function. Katherine Duncan's contract was discussed. No conclusions were reached.

Ed Frisbee lot asked if the rental business and the regular park operations were to be combined. Wayne Wuerl answered that the board had the power to combine the operations and that it intended in doing same. Mr. Frisbee stated that he was not in favor of the combination of the two businesses.

Dave Goodrich wanted to know how the checkbook was handled, and how many signatures were required to write a check. Jim answered him that only two signatures were needed to write a check. A motion was made by Bob Dagenhart that the treasurer's report be accepted, Roland Clark lots 1,2,3,15,16 seconded the motion.

A compiled list of the owner's concerns was distributed. Jim Mazurek explained that the board was trying to handle as many of the items on the list as possible but they currently were working on the major issues of the purchase of Lots C & D and the replacement of the gates.

Jim Mazurek announced that the next annual meeting of the owners would be held on the third Thursday of January 2000, at 10:00 AM.

Jim Mazurek stated that he would be the contact person for complaints to the board and that he preferred that the comments be in writing and placed in his mail box, and that a suggestion box was going to be installed in the laundry.

Jim Mazurek explained that the board had been made aware of the large number of nuisance complaints. He asked that all the owners work together to try to control this sort of thing.

Jim Mazurek stated that we were working on a new owner's directory and that a questionnaire would be mailed.

Rita Clark lots 1,2,3,15,16 suggested that we include E mail addresses in the new owner's directory.

Ron LaCroix lot 43 asked the board what there plans were for storage trailers, if the board intended to stop future trailers and grandfather in the existing. He felt that would be unfair. Jim stated that the issue was under consideration, but as of now no conclusions had been reached.

Dick Nageotte lot 53 stated that personal responsibility was the answer to a lot of concerns and that each of us need to govern our actions by the common good.

Jim Mazurek stated that the park would officially start picking up waste vegetation if it was in normal amounts. Waste vegetation from a "landscaping event" would have to be removed at the owner's expense.

Jim Mazurek explained that the board was aware of the need for some park signs and that we were looking into the matter.

Jim Mazurek explained that we were trying to get two committees functional. One being the Capital Improvements Committee, the other being the Landscape Committee. Volunteers were asked for.

Dick Nageotte talked about the purchase of tracts C & D. That purchased or not, we get the sewage plant and access to same. He explained that there was a limited amount of legal uses for development of C & D. He explained that there would have to be a variance to put up a hotel. He stated that a lot of work would be required to get the easements in order however. Rita Clark stated that she had copies of some of the contested recordings. Richard stated that he had not found these during his search. Richard explained the importance of getting and keeping the sewer plant in compliance. He stated that in his option with the exception of the tenant on lot D he would go ahead with the deal. Rita Clark asked if that was a legal option and Richard stated that it was simply the opinion of one owner to another.

Kim Cole lot 78 asked about notices of future park changes. Jim stated that in the near future everyone would be getting a copy of the minutes of this meeting, the park insurance policy and or first news letter.

Sandy Fredricks lot 13 asked whether there will be any more meetings this year. Wayne Wuerl replied that this meeting fulfilled the covanance requirements and that there would be no more meetings this year.

Jerry Spivak a renter on lot 1 stated that he wanted to publicly thank Ed Frisbee lot 39 for his efforts in organizing the cleanup details in the park.

Roland Clark stated that he wanted to thank John Simpson for his efforts at cleaning up after hurricane George.

Ed Frisby made the motion that the meeting be adjourned, it was seconded by Bob Daggenhart and passed.

James Mazurek

**Declaration
Exhibit 3**



848988

OFF
REC 1315 PAGE 1140900
1315
5/22/94SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of July, 1994,
between

SADDLEBUNCH RECREATIONAL VEHICLE PARK, INC., a Florida corporation
of the County of Monroe, State of Florida, party of the first part,
and
CLINTON RIVER LEASING, INC., A Michigan corporation,

ADDRESS: 36990 Lamphier Street, Harrison Township, Mi. 48045

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of TEN AND NO/100-----
---DOLLARS, and other good and valuable considerations to him in
hand paid by said party of the second part, the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
party of the second part, and his heirs and assigns forever, the
following described land, situated, lying and being in Monroe
County, Florida, to wit:

Lots 76 and 77, SADDLEBUNCH RECREATIONAL VEHICLE PARK according to
the map or plat thereof recorded in Plat Book 7 at page 51 of the
Public Records of Monroe County, Florida together with an easement
of ingress and egress over the road delineated on said plat.

This is non-homestead property nor contiguous to homestead property
of the Grantor(s).

SUBJECT TO: Taxes for the year 1994 and subsequent years;
Conditions, restrictions, limitations, reservations and easements
of record.

TO HAVE AND TO HOLD the same unto the said party of the second part
in fee simple.

And the said party of the first part does hereby covenant with the
said party of the second part that, except as above noted, that at
the time of the delivery of this deed the premises were free from
all encumbrances made by him, and that he will warrant and defend
the same against the lawful claims and demands of all persons
claiming by, through or under him, but against none other.

IN WITNESS WHEREOF, the said party of the first part has caused
these presents to be signed in its name by its President, and its
corporate seal to be affixed, the day and year above written.

Signed and sealed in the
presence of:

SADDLE BUNCH RECREATIONAL
VEHICLE PARK, INC.

John P. Fickett
Barry Wilson
Witnesses

By: *Lloyd A. Good, Jr.*
LLOYD A. GOOD, JR., President

STATE OF FLORIDA
COUNTY OF MONROE

I, an officer authorized to take acknowledgments of deeds
according to the laws of the State of Florida, duly qualified and
acting, HEREBY CERTIFY, that LLOYD A. GOOD, JR., as President of
SADDLEBUNCH RECREATIONAL VEHICLE PARK, INC., to me personally
known, this day acknowledged before me that he executed the
foregoing deed as such officer of said corporation and that he
affixed thereto the official seal of said corporation; and I HEREBY
CERTIFY that I know the said person making said acknowledgments to
be the individual described in and who executed the said deed.

DS Paid 815.00 Date 7-15-94
MONROE
DANNY L. KOLH
By *Danny L. Kolh*

848988

NOT RECORDED
1315 PAGE 141

SADDLEBUNCH RECREATIONAL VEHICLE
PARK, INC., a Florida Corporation

BY: Lloyd A. Good, Jr.
LLOYD A. GOOD, JR., President

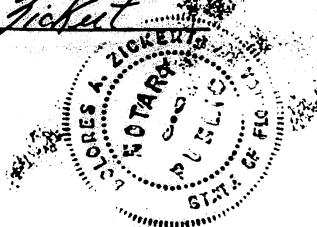
SWORN TO AND SUBSCRIBED before me by LLOYD A. GOOD, JR., as
President of Saddlebunch Recreational Vehicle Park, Inc., this
15th day of July, 1994.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Nov. 17, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Delores A. Zickert
Notary Public
(raised seal)

THIS INSTRUMENT PREPARED BY:
Charles M. Milligan, Esq.
P.O. Box 1367
515 Whitehead Street
Key West, FL 33041
305-294-8885



Recorded in Official Records
in Monroe County, Florida
Record Verified
DANNY L. W. MAGE
Clerk Circuit Court

Recorded in Official Records
in Monroe County, Florida
Record Verified
DANNY L. W. MAGE
Clerk Circuit Court

James Mazurek

Declaration

Exhibit 4

Bluewater Key

AN RV OWNERSHIP PARK



2950 US Highway 1, Key West, FL 33040

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September 9, 1999

"PRESIDENT'S NEWSLETTER"

Friends and Neighbors,

What a beautiful fall we are having in Michigan! We recently made a trip though Ohio and Kentucky and the fall colors in those states were also nearing their peak. So get out here and enjoy the great color show put on by Mother Nature. Now is the time to go for it. Today will be just a memory tomorrow... make it a good one!

Onward to the subject of our Park and what's been accomplished by your board members and neighbors since January, 1999.

Our first project was the purchase of lots "C & D" from Llyod. Some said it was a bargain, and some people felt that Llyod should have given us the property. I personally feel that it's a great asset for us to own it when you consider the problems that ownership of the lots will save us in the future.

We just recently purchased Llyod's rights to use Lot "C" and we got rid of his tenant problem forever! That cost us \$5,000, but it will save us that much in utilities over the coming years and more problems with Llyod's tenants.

Our next move was the negotiation with Llyod's Daughter's corporation to turn the rentals over to the park. This resulted in the hiring of Bee Underwood as a Rental Agent and as our Park Manager.

Onward to the next project which was to find a way to improve the entrance. RVs were constantly running into our gates, resulting in damages to the RVs and the gate. I'd like to thank all of you who helped solve this problem, board members and lot owner's who worked together.

All owners can purchase a gate opener at the office.

We also installed a new sign near the highway. The sign is an aid in several ways.

I made a survey of seven RV ownership parks to compare operational costs. We are the smallest park in this survey. The next smallest park had 170 lots and the largest park exceeded 400 lots. We need all the same services that all the larger parks require. We must have a secret because our operational cost, are less than all the parks that I surveyed. I believe that our secret comes from a team effort of all those owner's and board member's who gave so freely of their time, talent, tools, and muscle. I thank you all for helping make our park the "Best Park in the Key's".

There is still a lot to do. We can discuss future projects at our next general meeting on January 18, 2000 at 10A.M. Our new board will be introduced at the meeting and will take over at the conclusion of the meeting. Please return your vote A.S.A.P.

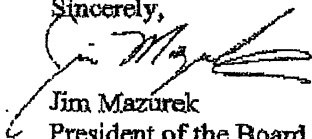
If anyone else would like to serve on the board please contact Tim Appert at the Park so that your name will be included in the requests for Votes by November 15th.

You will be receiving a list of prospective board members with a request for your vote in the mail soon.

Votes must be returned by January 1, 2000.

I wish you all a Safe, Happy, and Healthful return to our park.

Sincerely,


Jim Mazurek
President of the Board

James Mazurek

Declaration

Exhibit 5



Articles of Incorporation

of

Bluewater Key RV Ownership Park Property Owners Association Inc.

(Property Association)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, a resident of the State of Florida who is of full age, does hereby certify: . .

ARTICLE I

Corporate Name

The name of the corporation is Bluewater Key RV Ownership Park Property Owners Association Inc., hereinafter called the "Association".

ARTICLE II

Address

The mailing address of the Association's initial registered office shall be Saddlebunch Key, Mile Marker 14.3, US#1, C/O P.O. Box 409, Lower Sugarloaf Key, Florida 33044. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE III

Registered Agent

Lloyd A. Good, Jr. is hereby appointed the initial registered agent of this Association at the address set forth in Article II above.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof and shall make no distributions of

income to its members, directors or officers. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the recreational vehicle lots, common areas and improvements (as defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, referred to hereinafter as the "Declaration") according to the provisions of the Declaration, within that certain plat recorded among the public records of Monroe, to wit: Saddlebunch Recreational Vehicle Park, a subdivision of Monroe County, Florida, according to the plat thereof recorded in the Public Records of Monroe County, Florida in Plat Book 7, page 51, and to promote the health, safety and welfare of the RV Owners within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association shall have the following powers:

(a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles or the By-Laws of the Association;

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Public Records of Monroe County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth in its entirety;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To maintain, repair and operate the property of the Association;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association

and its members as Lot Owners;

(f) To reconstruct improvements after casualty and make further improvements upon the property;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto;

(h) To employ personnel to perform the services required for proper operation of the Association;

(i) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(j) To borrow money, and with the assent of Seventy-Five percent (75%) of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(k) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration. No such dedication or transfer shall be effective unless an instrument has been signed by Seventy-Five percent (75%) of members, agreeing to such dedication, sale or transfer;

(l) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of Seventy-Five percent (75%) of members unless the annexation involves land the Developer has reserved the right to annex in the Declaration, in which case the Declaration shall control the annexation.

ARTICLE V

Membership

Section 1. Membership Generally: No person except an Owner or a Developer, as such terms are defined in the Declaration,

is entitled to membership in the Association; and all Owners and Developer shall be members of the Association, as provided in the Declaration.

Section 2. Membership: Each Owner who holds record title to a RV lot under the Declaration shall be a member of the Association. Each membership shall be appurtenant to the lot and shall be transferred automatically by a conveyance of record title to such lot. An owner of more than one lot is entitled to one membership for each RV lot to which such Owner holds record title. If more than one person holds an interest in any RV lot, all such persons shall be members; provided however, that only one vote shall be cast with respect to any one residential lot, and provided that if a lot ownership is held in corporate, partnership, or trust name, only one designated officer, partner or trustee shall attend meetings or be entitled to vote. No person other than an Owner may be a member of the Association, and a membership may not be transferred except by a transfer of record title to the RV lot to which it is appurtenant.

ARTICLE VI

Voting Rights

Voting: All members shall be entitled to one (1) vote for each RV lot owned. If more than one (1) person holds record title to a residential lot, there shall be only one vote cast with respect to such lot, exercised as the owners determine among themselves.

ARTICLE VII

Board of Directors

The affairs of this Association shall be managed and governed by an initial Board of Directors consisting of three (3) Directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Lloyd A. Good, Jr.	P.O. Box 148 Sugarloaf Key, Fl. 33044
Brian Sullivan	P.O. Box 428 Summerland Key, Fl. 33042

Dolores Zickert

Rt. 6, Box 162-A
Summerland Key, Fl. 33042

The affairs of the Association shall after the first annual meeting of the members on January 18, 1990 be governed by a Board of Directors of seven (7) Directors who must be members of the Association.

ARTICLE VIII

Officers

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the first annual meeting of the members of the Association in January of 1990. The names and addresses of the Officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Lloyd A. Good, Jr. President	P.O. Box 148 Sugarlaof Key, Fl. 33044
Brian Sullivan Vice-President	P.O. Box 428 Summerland Key, Fl. 33042
Dolores Zickert Secretary/Treasurer	Rt. 6, Box 162-A Summerland Key, Fl. 33042

ARTICLE IX

Indemnification

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which he may by a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association,

or by reason of his having served the Association at its request whether or not he is a Director or Officer or member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer or member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member serving the Association may be entitled.

ARTICLE X

By-Laws

The By-Laws of the Association shall be adopted by the Board or Directors and may be altered, amended or rescinded, at a duly called regular or special meeting of the members, by an affirmative vote of seventy-five percent (75%) of all the members.

ARTICLE XI

Dissolution

The Association may be dissolved upon written assent signed by members holding not less than seventy-five percent (75%) of the total number of votes of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE XII

Term

The term of the Association shall be perpetual.

ARTICLE XIII

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. Vote: A resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such resolutions must be adopted by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 3. Limit on Amendments: No amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without approval in writing by all members.

Section 4. Certification: A copy of each amendment shall be certified by the Secretary of State.

ARTICLE XIV

Incorporator

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Dolores Zickert	Rt. 6, Box 162-A Summerland Key, Fl. 33042

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, as the incorporator of this Association, have executed these Articles of Incorporation this 31st day of July, 1989.

Dolores Zickert
Incorporator

STATE OF FLORIDA
COUNTY OF MONROE

Before me, the undersigned authority, personally appeared Dolores Zickert who after being duly sworn, acknowledges that she executed the foregoing Articles of Incorporation for the purposes therein expressed this 31st day of July, 1989.

Frank R. [Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires April 8, 1993

Bonded thru 11/67 Term - Insurance \$25,000

I hereby accept the appointment as Registered Agent.

Lloyd A. Good, Jr.
Lloyd A. Good, Jr.

James Mazurek

Declaration

Exhibit 6



DECLARATION OF RESTRICTIONS

AND PROTECTIVE COVENANTS

FOR

BLUEWATER KEY RV OWNERSHIP PARK

THIS DECLARATION, made this 31st day of July, 1989, by SADDLEBUNCH RECREATIONAL VEHICLE PARK, INC., (the "Developer"), a Florida Corporation, declares that the real property described in Article II, which is owned by the Developer (hereinafter referred to as "BLUEWATER KEY RV OWNERSHIP PARK" or "RV PARK") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Declarations") set forth below.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Bluewater Key RV Ownership Park Property Owners' Association, Inc., a Florida Corporation not for profit, which is to be incorporated. This is the Declaration of Restrictions and Protective Covenants to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference.

B. "Developer" shall mean and refer to Saddlebunch Recreational Vehicle Park, Inc., a Florida Corporation, its successors or assigns, if such successors or assigns acquire the undeveloped portion of the properties and are designated as such by Saddlebunch Recreational Vehicle Park, Inc. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them.

C. "Bluewater Key RV Ownership Park or RV Park" shall mean and refer to all such existing properties and additions thereto together with any and all improvements thereon as are subject to this Declaration or any Supplemental Declaration.

D. "Lot" shall mean and refer to any lot or other parcel in the Properties together with any and all improvements thereon shown upon any resubdivision of any plat of the Properties or any portion thereof.

E. "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the RV Park, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" or "Common Areas" shall mean and refer to all real and/or personal property in which the Association and/or the Developer has an interest, whether or not said real and/or personal property is within the boundaries of the RV Park including without limitation, a right of use for the common use and enjoyment of the members of the Association, excluding however, any public utility installations thereon. The Common Area shall be the property and property rights described in Exhibit "B" attached hereto and incorporated herein by reference together with any improvements on such property including without limitation all structures, sidewalks, street lights, entrance features, sewage and drainage systems and appurtenances, excluding however, any public utility installations thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION (PROPERTIES)

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Monroe County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

PROPERTY RIGHTS

Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which

shall be appurtenant to and shall pass with the title of every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure or other lien enforcement;

B. All provisions of this Declaration, any plat of all or any part or parts of the RV Park, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the RV Park.

ARTICLE IV

BLUEWATER KEY RV OWNERSHIP PARK PROPERTY OWNERS ASSOCIATION, INC.

Section I.

MEMBERSHIP: Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns all or any part of the Lots subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. No stock shall be issued to any member and no certificate of membership need be issued.

Section 2.

VOTING RIGHTS: The Association shall have one class of voting membership:

Members shall be all those Owners as defined in Section I, including the Developer. Members shall be entitled to one vote for each Lot in which they hold the interests required

for Membership by Section I. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the By-Laws of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Section 3.

MERGER OR CONSOLIDATION: Upon a merger or consolidation of the Association with any other association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 4.

COMMON AREAS:

A. Ownership. Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least 40% of the Lots in the RV Park. On or before conveyance by Developer of the last Lot which it owns in the RV Park in order to reduce its ownership below 40% (or sooner at the Developer's option), the Developer, or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to be conveyed to the Association and shall create all necessary interests in any common areas not conveyed to the Association for the benefit of the Association by easement or otherwise as set forth in Exhibit "B". The Association shall accept such conveyance or interests, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all landscaping, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct or willful misconduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise avoid liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Developer's Right to Common Area. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer has obligated itself to maintain or build.

D. Street Lighting or Ground Lighting. The Association shall have the obligation for maintenance including, but not limited to, the payment for electricity consumed in the illumination of any street lighting or ground lighting facilities located on the RV Park from the date of recording this Declaration or the date of installation of said lighting, whichever occurs first. If a street light has been installed on a Lot by Developer, the Association shall maintain, repair and replace said street light; and an easement shall exist as to each Lot in favor of the Developer and the Association for the installation, maintenance, repair and replacement of any street light.

E. Central Sewage System. The central sewage system installed by Developer including all lateral sewer lines from the clean out on each lot front (but not including any sewer lateral extension beyond said clean out onto said lot installed by Developer under contract with any lot owner), the lateral to the recreation building on Tract B of the common area, all central sewer mains in Park Circle and Park Avenue, the lift station, the force main from the lift station to the package plant, the package plant and any injection wells for said plant on Tract D shall be maintained and repaired by the developer until January 1, 1991 at the Developer's sole cost and expense notwithstanding the fact that said common areas may be turned over to the Association prior thereto under the terms of this Declaration.

After January 1, 1991 all maintenance and repair to all of said sewage system shall be the responsibility of the Association and all of said system including the package sewer plant and wells located on Tract D shall become common property under this Declaration as set forth in Exhibit "B" and shall be maintained as set forth in Article IV, Section 4, subparagraph B hereof.

Developer shall have no responsibility for any defects in said sewerage system discovered after January 1, 1991 no matter from what cause or when said defects may have occurred, and the repair of any defects shall be the responsibility of the Association.

The Association shall have the right to seek damages or restitution from any contractor or repairman other than Developer for any defects discovered after January 1, 1991 that was caused by the fault or neglect of said contractor or repairman prior to January 1, 1991, but Developer shall not be liable for any part of said damages whether named as a third party defendant by said contractor or repairman or found liable for the same. The Association shall indemnify and/or reimburse Developer from any damages Developer may be forced to pay as a result of any suit brought by the Association against any contractor or repairman for any said defect.

F. Secondary Electric Lines. All electric lines from the transformer located on any pole to any lot meter or to any

common area shall be maintained and repaired by the Association as a common expense and shall be common property as set forth in Exhibit "B" hereof from and after the date this Declaration is recorded. Any electric line installed on any lot from the meter to the recreational vehicle shall be the responsibility of the Lot owner.

G. Security. Commencing with the date this Declaration is recorded, the Association shall be responsible for the operation and maintenance of security for the RV Park in a reasonable, continuous and satisfactory manner and for the payment of costs for said security. However, the Developer shall have absolute discretion as to the sufficiency of the level of security and shall have the right to operate and control said security of the RV Park until such time the Developer no longer is record title holder of 40% of the Lots. If during that period of time a security guard is deemed required by Developer in its sole discretion, Developer shall have the right to hire said security guard but Developer agrees to share one half the cost thereof with the Association. It is understood that the electric gate security system installed by Developer shall be adequate and the only security installed for the RV Park. Any additional security measures may be adopted by the Association but only by three fourths owner vote.

H. Drainage System. The Association shall be responsible for surface drainage from all roadways and on all common areas upon the recording of this Declaration. Each lot owner shall be responsible for surface drainage on their own lot and shall not divert surface drainage from their lot to any other lot.

The drainage trenches on Tract C for Park Circle and Park Avenue shall be maintained as set forth in Exhibit "B". The drainage trenches located in Tract B for Park Avenue shall be common property and maintained by the Association.

I. Recreation Facilities. Commencing with the date this Declaration is recorded or commencing upon the date a certificate of occupancy is issued by Monroe County, Florida, for the Park Commons Building and Swimming Pool, whichever occurs last, the Association shall be responsible for the maintenance, repair and operation of all recreation facilities situated in or upon the Common Areas.

Section 5.

LOT MAINTENANCE: Lots, and the RV units located thereon, shall be maintained in accordance with this Section.

A. By the Owner. Each Owner shall maintain and repair all areas of his Lot and RV unit which are not required to be maintained or otherwise cared for by the Association as set forth herein; provided, however, that the Association reserves the right to maintain such areas, if, in its sole discretion, the Association deems it desirable. Each Owner shall maintain and repair all owner-installed improvements and landscaping, unless otherwise approved for maintenance by the Association in accordance with this Section. If any Owner fails to maintain any area required to be maintained by him under this Section, the Association may, at its option, provide such maintenance service and shall levy a special assessment for the expenses of such maintenance, and the Owner shall be responsible for the expense of such maintenance.

B. By the Association. The Association shall provide irrigation and routine maintenance to all landscaped areas of all Lots within the RV Park, which areas are originally installed by the Developer and which are described as "utility easements". "A strip of land 6 feet in width, running along the Street frontage of every Lot and Tract A in this subdivision..." on the Plat of the Properties. Said "utility easements" shall be kept free of permanent obstruction. Landscaping and the placement of any improvement whatsoever upon said "utility easement" shall be controlled and shall be approved by the Landscape and Architectural Control Board of the Association. The Owner shall provide to the Association access to Owners water supply system and shall supply water to the Association at no cost for the purpose of irrigation of the landscape easement herein described.

The Board of Directors of the Association shall estimate the cost of such Lot maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment(s) with the Owners as is necessary to reflect the actual cost of such Lot maintenance. Such assessments for Lot maintenance shall be against all Lots equally (except as provided herein); provided, however, that the cost of any Lot maintenance

caused by the negligent conduct or willful misconduct of any Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct or willful misconduct of such Owner to any easement areas granted to provide access to either the Association or an adjoining Lot Owner.

LANDSCAPE AND ARCHITECTURAL CONTROL BOARD: The Landscape and Architectural Control Board shall be a standing committee of the Association. Said Board shall have the power to enforce such rules and regulations as it deems necessary to carry out the provisions and intent of this Paragraph. The initial rules and regulations of the Board are set forth in Exhibit "C" attached hereto, and any amendment or modification of such rules and regulations shall not be deemed an amendment to this Declaration and need not be recorded in the Public Records. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the Board of Directors shall designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section.

The Board shall have the right to disapprove any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or other reasons. Upon approval or disapproval of any plans and specifications, the Board shall notify the Owner/applicant in writing, which notification shall set forth any qualifications and/or conditions of approval, or the grounds upon which such disapproval is based. The Board is hereby specifically empowered to require, as a condition of any approvals hereunder, the posting of a security deposit in an amount deemed appropriate by the Board to insure that the approved construction is done in a manner so as not to damage any Common Areas of the Association or any areas required to be maintained by the Association pursuant to this Declaration. Upon completion of the construction, the Board shall inspect same. If the construction has been done in accordance with the approved plans and specifications and the Common Areas of the Association, or any areas required to be maintained by the Association are not damaged, the Association shall return the Owner's deposit. If the construction is not done in accordance

James Mazurek

Declaration

Exhibit 7



BY-LAWS
OF
BLUEWATER KEY RV OWNERSHIP PARK PROPERTY OWNERS ASSOCIATION INC.
(ASSOCIATION)

A not-for-profit Florida Corporation

ARTICLE I

The name of the Corporation is Bluewater Key RV Ownership Park Property Owners Association Inc., a Florida Corporation, not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at the Recreation Building located on the Bluewater Key RV Park on Saddlebunch Key, Monroe County Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

ARTICLE II

Definitions

Section 1. "ASSOCIATION" shall mean and refer to Bluewater Key RV Ownership Park Property Owners Association Inc., a Florida corporation, not for profit, its successors and assigns.

Section 2. "COMMON AREAS" shall mean all real property including and interest therein and any improvements constructed thereon owned by the Association for the use and enjoyment of the Owners.

Section 3. "DEVELOPER" shall mean Saddlebunch Recreational Vehicle Park Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) lot from Developer. Developer shall at all times have the right to assign its interest herein to any successor or nominee.

Section 4. "LOT" shall mean any lot shown on the recorded subdivision plat of Saddlebunch Recreational Vehicle Park or as Lots 1 through 80 inclusive whose owners are members as herein defined, as referred to herein with the exception of the common areas.

Section 5. "DECLARATION" shall mean the Declaration of Restrictions and Protective Covenants for Bluewater Key RV Ownership Park created by the Developer and filed in the official records of Monroe County Florida.

Section 6. "MAINTENANCE OF ASSOCIATION PROPERTY OR COMMON AREAS" shall mean the exercise of reasonable care to keep any utilities, site improvements, buildings, swimming pool, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "MEMBER" shall mean every person or entity who holds membership in the Association as provided in the Articles of Incorporation of the Association and these By-laws.

Section 8. "OWNER" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any lot which allows membership in the Association but shall not include those holding title merely as security for performance of any obligation.

Section 9. "ARTICLES" shall mean the Articles of Incorporation of the Association.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the third Thursday of January 1990, and each subsequent annual meeting of the members shall be held on the third Thursday of January of each year thereafter, at

the hour of 7:30 o'clock p.m. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the members who are entitled to vote.

Section 3. Notice of Meeting. Written notice of each meeting of members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members' addresses last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting the purpose of the meeting.

Section 4. Written Response. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the ARTICLES and except as to the election of Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

Section 5. Quorum. The presence at the meeting of the members entitled to cast votes, or of proxies entitled to cast votes, equal to fifty-one percent (51%) of all the members, notwithstanding the provisions of Article III hereof, shall constitute a quorum for any action except as otherwise provided in the Articles

of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of the Meeting in order to be effective. Every proxy shall be revocable prior to the time a vote is cast according to such proxy and shall automatically cease upon conveyance by the member of his lot.

Section 7. Vote Required. At every meeting of the members, the Owner or Owners of each lot, either in person or by proxy, shall have the right to cast one vote, as set forth in the Articles or Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Articles of Incorporation, the Declaration, or of these By-laws, a different vote is required, in which case such express provisions shall govern and control.

The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 8. Order of Business. The order of business at all annual or special meetings of the members shall be as follows;

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers

meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election

- E. Reports of committees
- F. Election of officers or directors (if election to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

Section 9. Minutes. Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the members and Directors at all reasonable times.

ARTICLE IV

Board of Directors: Selection--Term of Office

Section 1. Number. The affairs of this Association shall be managed and governed by an initial Board of Directors composed of three (3) members to serve until January 18, 1990. Each succeeding Board shall be composed of seven (7) members.

Section 2, Term of Office. Each member of the seven member Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

Section 3. Removal. Any director may be removed from the Board with or without cause, by a majority of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and he shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a

at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

Section 4. Voting Requirements. Except as otherwise specifically set forth in the By-laws, and Articles of Incorporation, members and/or Owners shall vote together as one entity on all matters requiring a vote.

Section 5. Open Meetings. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

Section 6. Action Without A Meeting. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the common areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use of the common areas by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

G. Delegate to and contract with a financial institution for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is required in writing by fifty-one percent (51%) of all members, notwithstanding the provisions of Article III hereof;

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

C. To fix the amount of the annual assessment against each lot as provided in the Declaration at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget;

D. To foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

E. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

F. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the directors may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in the Declaration as the same may be amended from time to time, the policies and limits are to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;

G. To cause the common areas to be maintained as provided in the Declaration.

H. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

I. To enforce all obligations of the Developer set forth in the Declaration.

J. To make certain that the Bluewater Recreational RV Ownership Park is maintained in accordance with the intent and purposes set forth in the Declaration.

Section 3. Special Appointments and Committees.

A. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

B. Committees. The Board shall appoint such standing committees as are required under the Declaration, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such period of time, have such authority, and perform such duties as the Board may, from time to time, determine, in its discretion.

C. The Landscape and Architectural Committee shall be elected by the membership at the annual meeting to serve until the next annual membership meeting and shall have three (3) members all of whom shall be Lot Owners. Said committee shall have those powers set forth in the Declaration.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of president and secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

A. President: The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.

B. Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

D. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

E. Compensation: The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of RV Park.

ARTICLE IX

Accounting Records; Fiscal Management

Section 1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representative at reasonable times. Such authorization

as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to, (i) a record of all receipts and expenditures; and (ii) an account for each Lot which shall designate the name and address of the Lot Owner thereof, the amount of Assessments charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

Section 2. The Board shall adopt a Budget of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member and each Lot Owner shall be given notice of the Assessment applicable to his Lot(s). The copy of the Budget shall be deemed given upon its delivery or upon its being mailed to the Member or Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

Section 3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for

operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

Section 4. The Assessment shall be payable as provided for in the Declaration.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not Budgeted or which shall exceed Budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Lot Assessment or Special Assessment).

Section 6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

Section 7. A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member and Owner no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member or Owner upon its delivery or mailing to the Member or Owner shown on the records of the Association at his last known address shown on the records of the Association. The holder, insurer or guarantor of a first mortgage upon any Lot in the RV Park shall be entitled, upon written request therefor, to receive audited financial statements of the Association for the prior fiscal year without charge.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at

all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

ARTICLE XI

Assessments

As more fully provided in the herein, each member is obligated to pay to the Association annual and special assessments.

ARTICLE XII

Corporate Seal

The ASSOCIATION shall have a seal.

ARTICLE XIII

Amendments

Section 1. Requirements to Amend. These By-laws may be amended at a regular or special meeting of the members by a vote of seventy-five percent (75%) of the members in person or by proxy, notwithstanding the provisions of Article III hereof.

Section 2. Control of Conflict. In the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV

Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association Property. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members

and Owners shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members and Owners shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property as, but not limited to, recreation building or a swimming pool (the recitation of such facilities being only illustrative and not a representation that such facilities shall exist), same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Use and Occupancy Rules and Regulations

The rules and regulations set forth in the Declaration shall always control all use and occupancy within the Bluewater Key RV Ownership Park. No rule shall be adopted by the Board of Directors that would be inconsistent with the Declaration or the specific intent of the Declaration to maintain the RV Park as a first class luxury recreational resort.

Use and occupancy rules and regulations set forth in the Declaration cannot be amended or added to without the consent of seventy-five percent (75%) of all Lot Owners. Said consent to amend or add use and occupancy rules must be had by vote of the Lot Owners at any annual members meeting or special members meeting called by fifty-one percent (51%) of said Lot Owners pursuant to written demand on the Board of Directors.

ARTICLE XV

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 2. Indemnification. Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

Section 3. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers' and directors' liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

with the approved plans and specification and/or the Common Areas of the Association, or any area to be maintained by the Association have been damaged, the Board shall retain the deposit and use same for the purpose of repairing the damage(s). If the amount of the security deposit is insufficient to cover the actual cost of repairing the damage(s), the Board shall refer the matter to the Board of Directors who may then levy a special assessment for the balance of such expense against the applicable Lot.

Notwithstanding any provision to the contrary, for so long as the Developer is the owner of 40% of the Lots, any approval of the Board shall not be final until approved by the Developer.

Section 6.

POWERS: The Association, through the action of its Board of Directors shall have the power to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services for the RV Park. The Association shall have all other powers as provided in its Articles of Incorporation.

Section 7.

APPROVAL OF CORPORATION LAWSUITS BY OWNERS: Notwithstanding anything contained herein, in the Articles of Incorporation, or in the By-Laws of the Association to the contrary, the Association shall be required to obtain the approval of three fourths (3/4) of all Owners prior to the employment, and payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to this Declaration;
- (c) the enforcement of the use and occupancy restrictions contained in this Declaration, including, but not limited to, those against tenants; or

(d) an emergency where waiting to obtain the approval of the Owners would create a substantial risk of irreparable injury to the common area or any portion thereof.

Such approval shall be obtained at a meeting duly called, the notice for which shall specifically state its purpose, for which the quorum shall be the presence of three fourths (3/4) of the entire membership, either in person or by proxy.

ARTICLE V

ASSOCIATION - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR THE ASSESSMENTS: The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses associated with the duties and obligations of the Association and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within the Properties.

Section 2.

PURPOSE OF ASSESSMENTS: The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and easements, and any expense necessary to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their guests and tenants, including but not limited to,

(1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement, or addition to the Common Area; and, expenses agreed upon as General Expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligation imposed by this Declaration will be met.

Section 3.

DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES:

The annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least fifteen (15) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of an adopted annual assessment may be adjusted at any time by said Board. The assessment shall be for the calendar year, but the amount of the adjusted annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 4.

SPECIAL ASSESSMENTS: A special assessment may be levied against one or more Lots for the following:

- (a) special services to a specific Lot or Lots which services are requested by the Owner(s) thereof;
- (b) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge;
- (c) reimbursement for damages caused by a Lot Owner or Owners, their family members, guests, invitees or tenants;

- (d) late charges, user fees, fine and penalties;
- (e) any other charge which is not general expense, including expenses for emergency repairs to the Common Areas;
- (f) charges for common expenses to the extent that such charges exceed the budget.

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for purpose of defraying, in whole or in part the cost of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three fourths (3/4) of the members of the Association.

Section 5.

TRUST FUNDS: Any portion of all annual assessments collected by the Association as reserves for future expenses and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interests may appear.

Section 6.

EFFECT ON DEVELOPER: Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot(s), provided that Developer funds any deficit in operation expenses of the Association. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 7.

ROSTER; NOTICE; CERTIFICATE: A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of any assessment shall be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 8.

COLLECTION OF ASSESSMENT: EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

If any assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of \$25.00 and the assessment shall bear interest from the date when due at a rate established by resolution of the Board of Directors, which rate shall not exceed the maximum allowed by law. If a check given to the Association for payment of an assessment shall be dishonored for any reason whatsoever, the payment shall be deemed delinquent and subject to the terms of this Paragraph. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such

assessment attorney's fees, the Association's administrative expenses associated with the collection of the assessment, and costs of preparing and filing the claim of lien and the complaint in such action; and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. The Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 9.

SUBORDINATION OF THE LIEN TO MORTGAGE: The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any mortgage recorded prior to the recordation of a claim of lien for unpaid assessments.

ARTICLE VI

EASEMENTS

Section 1.

MEMBERS' EASEMENTS: Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress, egress and regress for pedestrian and/or vehicular traffic over and across those portions of the Common Areas designated for access on the plat(s) of the RV Park or designated for same by the Board of Directors, for use of same as may be regulated by the Board of Directors, and for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not designated for access shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) the right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded;

(b) the right of the Association to suspend any Owner's voting rights and right to use the Common Areas and facilities for any period during which any assessment against his Lot remains unpaid, and for a period not be exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) the right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon;

(d) the right of the Association to dedicate, give or sell the Common Area, or any portion thereof, to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided, however, the transfer of interest and the purposes and/or conditions thereof are approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting of the Members called in accordance with this paragraph. Notice of such meeting shall be in writing, shall set forth the proposed action, and shall be sent no less than thirty (30) nor more than sixty (60) days prior to the meeting to every Member entitled to vote. A true copy of the minutes setting forth the results of such meeting, made and acknowledged by the President (or Vice President) and Secretary of the Association shall be attached to any instrument of dedication or transfer. Such instrument shall be recorded as a part of such instrument of dedication or transfer as conclusive evidence of the authorization by the Members;

(e) the right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2.

EASEMENTS APPURTENANT: The easements provided in Section 1 shall be appurtenant to and shall pass with the title on each Lot.

Section 3.

UTILITY EASEMENTS: Public utilities may be installed underground in the Common Areas when necessary for the service of the RV Park or additional lands which Developer holds but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4.

PUBLIC EASEMENTS: Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress, egress and regress over and across the Common Areas.

Section 5.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT: If any other building or improvement shall encroach upon any portion of a Lot, the Common Areas, or an easement by reason of original construction or the non-purposeful or non-negligent act of Developer or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6.

ADDITIONAL EASEMENT: The Developer (during any period in which the Developer has any ownership interest in the Lots) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the RV Park and to grant access easements and to relocate any existing access easements in any portion of the RV Park as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the RV Park, or any portion thereof, or for the general health

or welfare of the Owners or for the purpose of carrying out any provision of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for recreational vehicle dwelling purposes.

Section 7.

ASSOCIATION EASEMENT: For the purpose solely of performing its duties and responsibilities authorized by this Declaration, and in addition to any other easements granted to it, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist, without notice, on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress across the Lots and through improvements constructed upon the Lots as may be reasonably necessary to effect and perform the Association's duties.

ARTICLE VII

GENERAL RESTRICTIVE COVENANTS

Section 1.

APPLICABILITY: The provisions of this Article VII shall be applicable to all Lots situated within the Properties.

Section 2.

LAND USE: It is the specific intent of these restrictive covenants to maintain the RV Park as an exclusive luxury resort to be used solely for recreational vehicles having their own bath, toilet and kitchen facilities which vehicles shall when using any lot hook up to existing water, sewer and electric utilities provided to each Lot. It is the intent hereof to prohibit mobile homes and/or permanent or semi permanent structures including Park models. The following uses and activities shall be prohibited.

(a) Any structure designed, intended or used as permanent living quarters.

(b) Any structure placed on any lot on blocks or other supports which is permanent or semi permanent in nature or any structure with removed hitches.

(c) Any structure not intended to be temporary including storage sheds. This prohibition does not restrict the construction of any patio pad or parking pad less than 4" above grade, and shall not restrict any dock, seawall, pier, swimming platform, boat ramp or boat whip.

(d) Any screened in porches, carports, metal awning or other type of permanent extended overhang.

(e) Any recreational vehicle that cannot be hooked into the permanent electric, water and sewer facilities available on each lot.

(f) Any outside toilet or shower facility except a water spigot for a hose outlet used primarily for rinsing or washing vehicles or boats or watering plants.

(g) Any use of any lot for more than one recreational vehicle at any one time.

(h) Any commercial activity on any lot including the use of any lot for a home occupation or profession.

(i) Any on the ground camping or outdoor overnight sleeping in a tent or pop up trailer that is not a self contained recreational vehicle capable of and ready to be hooked up to the existing lot electric, water, and sewer facilities.

(j) Any burning of trash or refuse of any kind including landscape material or vegetation.

(k) Any repair to any motor vehicle, recreational vehicle or boat except such emergency repair necessary to move or remove said motor vehicle, recreational vehicle or boat from the Lot and/or the RV Park.

(1) Signage on any lot including a "for sale" or "for rent" sign except for a small name plate attached to a mailbox or placed at the entrance to any lot on a post approved by the Landscape and Architectural Board.

Section 3.

IMPROVEMENTS: Improvements shall be located in conformance with the Land Use Plan of the County of Monroe, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer, or its successor or assignee. Whenever a variance or special exception as to improvement location or other item has been granted by the authority designated to do so under the Land Use Plan, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to improvement location or other item shall constitute an amendment of this Section.

Section 4.

LANDSCAPING OF EASEMENTS: In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, or prevent maintenance of utilities, or impede water runoff. Public utility companies servicing the Properties, and the Association and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or Common Areas, under and through the utility easements as shown on the plat(s) of the RV Park and under and through such portions of the rear of each Lot.

Section 5.

NUISANCES:

A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be

or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing, which decision shall be final.

B. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered or remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of the Properties not yet developed by the Developer shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

Section 6.

TEMPORARY STRUCTURES: No structure of a temporary character, or tent, shall be permitted on any Lot either temporarily or permanently except as may be permitted by the Association, and except any placed by the Developer for use in connection with the development and sale of the Properties.

Section 7.

PETS, LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other companion pets and then only on a leash. Keeping of such companion pets shall be subject to the rules and regulations of the Association and shall not be kept, bred or maintained for any commercial purpose. No such companion pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations designated, if any, by the Association in its rules and regulations.

Section 8.

VISIBILITY AT INTERSECTIONS: No obstruction to visibility at street intersections shall be permitted.

Section 9.

ARCHITECTURAL CONTROL: No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvement and landscaping, as may be required by the Landscape and Architectural Control Board, have been approved in writing by the Board as provided in this Declaration and the rules and regulations adopted from time to time by the Association. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the Lot only in accordance with the approved plans and specifications and plat plan. Any change in the exterior appearance of any wall, fence, other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 10.

FENCES: No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by the Developer, or its assignee, and except any which may be approved by the Landscape and Architectural Control Board.

Section 11.

GARBAGE AND TRASH DISPOSAL: No garbage, refuse, trash or rubbish shall be deposited on any Lot provided, however, that the requirements from time to time of the County of Monroe for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans shall be placed on the front of the lot only at pick up time. At all other times all trash cans shall be maintained to minimize visibility from outside the lot.

Section 12.

DRYING AREAS: No outside clotheslines or drying areas shall be permitted.

Section 13.

OUTSIDE TRANSMITTERS AND RECEIVERS: Radio, television and other types of electronic antennas, aerials or satellite dishes used for the transmission or receiving of electronic signals shall not be erected or maintained on the Lots, except those maintained in accordance with the reasonable rules and regulations of the Association, or the recreational vehicle itself. The Developer, its successors and assigns, and the Association reserve the right to erect and maintain such antennae, aerial, and/or satellite dishes upon the Common Areas for the common use and enjoyment of the Owners.

Section 14.

LEASING: No Lot shall be leased or rented by an Owner except as provided by the reasonable rules, regulations and procedures promulgated by the Association. In no event may the Association restrict the length of the term or duration of tenancy. The Association may make reasonable restrictions as to the type and size of RV Vehicles placed on the RV Park by Owner's tenant. No Lot shall be leased or rented to any RV Vehicle that does not have its own self contained toilet, bathing facilities, and cooking facilities. No Lot shall be leased for outdoor camping.

Section 15.

CHILDREN: There shall be no prohibition against the use of Lots by families with young children.

ARTICLE VIII

GENERAL PROVISIONS

Section 1.

DURATION: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors

and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2.

NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3.

ENFORCEMENT: The covenants, restrictions and easements of this Declaration may be enforced by the Developer, the Association, the Landscape and Architectural Control Board, or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association, the Board, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action hereunder, the Association shall be entitled to recovery of any attorney's fees.

Section 4.

SEVERABILITY: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5.

LANGUAGE CONSTRUCTION: Whenever the context so permits the use of the plural shall include the singular. Any gender shall be deemed to include all genders. Captions used in this

document are solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6.

WORKING CAPITAL FUND: At the time the Developer sells and closes a Lot to a purchaser (purchaser thereby becoming a Lot Owner in the RV Park) the purchaser shall deposit with the Association an amount equal to one-fourth ($\frac{1}{4}$) of the annual assessment for each Lot. This sum shall be deposited into the Working Capital Fund for the purpose of initial maintenance, reserves (if any), emergency needs, initial and non-recurring items, capital expenses, permits, licenses, utility deposits, advance premiums for insurance policies and coverage (if any) pursuant to this Declaration and the Exhibits attached hereto, and any other expense(s) of the Association which cannot be funded by the assessments, either annual or special, collected from non-Developer Owners so that the Working Capital Fund may be used by the Developer to fund a deficit of the Association during the period the Developer has elected not to pay individual assessments for Lots owned by it, pursuant to Section 6 of Article V. If the Developer has paid any of the foregoing expenses or items, on behalf of the Association, then any such expenses or items shall be paid to the Developer from the Working Capital Fund. The Working Capital Fund may be commingled by the Association with any of its other funds.

Section 7.

AMENDMENTS: This Declaration may be amended by the Association upon the affirmative vote of three-fourths ($\frac{3}{4}$) of the votes cast by the entire membership either in person, by proxy, or by absentee ballot. Notice of any meeting at which such amendment is to be considered shall contain a copy of the proposed amendment and shall be given to every member no more than ninety (90) days and no less than fifteen (15) days prior to the date of such meeting. Any amendment made by the Association shall be executed by the President and Secretary.

Section 8.

EFFECTIVE DATE: This Declaration shall become effective upon its recordation in Monroe County Public Records.

EXECUTED as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SADDLEBUNCH RECREATIONAL VEHICLE
PARK, INC.

Adrian Zickert

BY: Lloyd A. Good, Jr.
LLOYD A. GOOD, JR.

William H. Harrison

STATE OF FLORIDA)

COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this
31st day of July, 1989, by LLOYD A. GOOD, JR., as President
of SADDLEBUNCH RECREATIONAL VEHICLE PARK, INC., a Florida corporation,
on behalf of the Corporation.

Frank Rupp
Notary Public, State of Florida

My commission expires: My Commission Expires April 8, 1993
Notary Public, State of Florida
Lendell Thre Vray Felds - Insurance Inc.

EXHIBIT A

REAL PROPERTY SUBJECT TO DECLARATION

All real property subject to the Declaration is shown on the attached plat of Saddlebunch Recreational Vehicle Park which plat is recorded in the Official Records of Monroe County Florida in Plat Book 7, page 51. The reserved area shown on the Saddlebunch Recreational Vehicle Park plat is not part of that plat but part of the plat of Saddlebunch Shores recorded in the Official Records of Monroe County Florida in Plat Book 3, page 115 and is legally described on said plat merely as "reserved" (structures which are shown on the attached plat are not shown on the recorded plat). The real property shown within both said plats subject to the Declaration is as follows.

1. Lots 1 through 80 inclusive title to which lots are to be sold by the Developer to each lot owner subject to this Declaration.

2. Tract A, Tract B, part of the reserved area shown on the Saddlebunch Shores plat at the end of Blue Canal which is enclosed by the entrance wall erected thereon. Park Circle and that part of Park Avenue lying east of the sliding entrance gate. Title to all of said property shall be held by Developer until conveyed to the Association as common property as provided in this Declaration.

3. Tract C and Tract D shall remain the property of the Developer or its successors and assigns but shall be subject to all easements, restrictions or other servitudes (including transfer of title to the real estate under the sewer plant and injection wells) created thereon by the Developer in favor of the Association by this Declaration.

4. Park Avenue west of the sliding entrance gate to Bluewater Drive shall be held jointly by the Developer and the Association as provided in this Declaration.

EXHIBIT B

COMMON AREAS

The Association shall hold the following Property for the benefit of the Lot Owners after said Property is turned over to it by the Developer. Said Property is also the common area which the Association is responsible for on behalf of the Lot Owners prior to Developer turning the same over.

I Roadways

A Sole ownership or control. That part of Park Avenue lying East of the sliding RV Park entrance gate between Tract A and Tract C shown on Exhibit A and all of Park Circle.

B Joint ownership or control. That portion of Park Avenue shown on Exhibit A between Bluewater Drive and the sliding entrance gate between Tract A and Tract C. This roadway shall be held one half by the Association and one half by the Owners of Tract C and Tract D as tenants in common. The Association shall share equally with the Owners of Tract C & D the future expense of maintaining and paving said roadway. Developer agrees to pay Tract C & D's one half share so long as any part of said Tracts is owned by Developer. In the event all of said Tracts are sold, held in separate ownership, or are subsequently redivided at any time in the future, Developer shall assure that its share of the maintenance obligation will be equitably and legally imposed on any future users thereof.

In no event shall the burden of use from Tracts C and D on said roadway be deemed in the future to be less than or exceed one half of all cost of maintenance notwithstanding the level of said use or burden by Tract C and Tract D users as compared to the level of said use or burden by all Association users.

II Drainage Easement in Tract "C" Catch Basins

A Park Circle and Park Avenue drain into seepage trenches located on Tract "C". Developer shall create a perpetual easement in favor of the Lot Owners and/or the Association to assure said drainage is always maintained in the future. The future cost of maintaining said seepage trenches to provide adequate drainage of

Park Avenue and Park Circle shall be a servitude on Tract "C" and shall be a covenant running with Tract "C". No improvements shall be placed on Tract "C" that would in any way obstruct the drainage capabilities of said trenches.

Nothing however shall prevent Developer, its successors or assigns from developing Tract C so long as the drainage of Park Avenue and Park Circle onto said Tract "C" is not obstructed and all surface water to be drained therefrom is adequately and properly provided for without burden to the Association or Owners thereof.

B The catch basins in Park Avenue and Park Circle are common property and shall be maintained by the Association. The catch basin in the joint use roadway of Park Avenue shall be maintained by the Association and Developer, its successors and assigns as set forth in I (B) of this Exhibit B.

III Sewer mains, force main, and Lot sewer laterals

A All sewer mains lying under Park Avenue and Park Circle; all Lot laterals for sewerage running from the cleanout on each lot located at the front of each lot into the sewer main; all sewer lines to the recreation building; and all force mains running from the lift station under Park Circle or on Tract C to Tract D shall be common property and maintained by the Association.

B Easement for force main on Tract D or Tract C. A four inch force sewerage line runs over Tract D as shown on Exhibit A to the sewer plant on Tract D. Said line shall be maintained in good order and repair by the Association at all times as common property. Developer shall grant to the Association on behalf of the Lot Owners a perpetual easement over Tract D and C if necessary for said sewer line and the Association on behalf of the Owners, its employees or contractors shall have easements of access on and over Tract C and D in order to maintain, replace or repair said line.

Developer, its successors or assigns shall have the absolute right at anytime and from time to time to reroute and relocate said sewage through a new line from the lift station on Tract C to the sewerage plant on Tract D at its or its successors sole cost and expense provided that the following conditions are met. There is always a force main in existence capable of adequately, legally, safely and properly transporting sewage to the treatment plant on Tract D. The Association and/or the Owners shall have an easement

in and to said replacement line for operation, maintenance and repair. There shall be no interruption of use during construction of any new replacement line.

IV Electric lines from transformer to Lot

A Each Lot is serviced by an underground secondary electric service from the meter stand servicing every two lots to the transformer on a pole servicing several lots. The transformer, poles and primary overhead electric lines are owned by the City Electric System which is responsible for all maintenance and service thereto. The underground secondary service from the transformer to the meter stand servicing two lots is not the responsibility of City Electric System. All said secondary lines shall become the common property and maintained and repaired by the Association on behalf of the lot owners as common expense notwithstanding the difference in length of any line serving any lot.

B All electric lines and meters servicing the recreation building, pool, any street lighting, and wall or ground lighting, the security gate, lift station and sewer plant are common property and shall be maintained by the Association.

V Water lines

A All water lines to the meter on each lot are owned by the Florida Keys Aqueduct Authority. Said lines from the main pipe line on US Highway One to each meter have been accepted by said Authority. No water to any lot is common property.

B Common water lines are the lines and meters to the recreation building and pool located on Tract B. The water line to the sewer plant and meter for said service located on Tract D near the sewer plant is also common. All impact fees and installation tap fees for said two common services have been paid for by the Developer. All water line repair beyond the said meters and water used by said meters shall be common expense.

VI Telephone Lines

A All telephone service to each lot has been provided for by the Southern Bell telephone company. No individual lot service shall be a common expense.

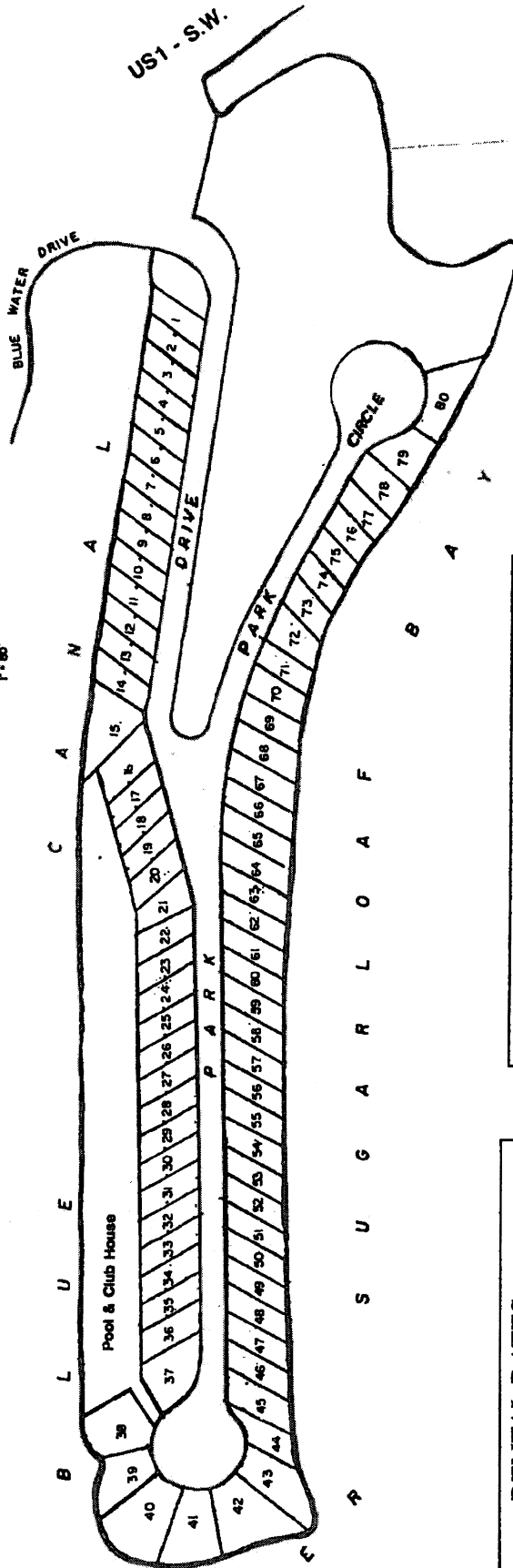
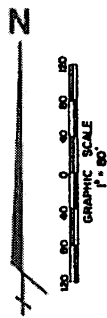
James Mazurek

Declaration

Exhibit 8



BLUEWATER KEY R.V. OWNERSHIP PARK
 P.O. Box 409, Sugarloaf Key, FL 33044
 1-305-745-2494 1-800-237-2266



RENTAL RATES	
Winter 12/1/95-4/1/96	
Lots 1-37: \$45/night	\$1050/month
Waterfront: \$55/night	\$1500/month
Summer 4/1/96-12/1/96	
Lots 1-37: \$35/night	\$200/week \$650/mth
Waterfront: \$45/night	\$250/week \$850/mth

PRICE LIST	
Lots 1-13: \$57,500	Lots 16-36: \$55,000
Lot #15: \$72,500	Lot #51: \$98,500
Lot #59: \$95,500	Lot #60: \$94,500
Lot #61: \$94,500	Lot #62: \$95,500
Lot #66: \$95,000	Lot #69: \$85,000
Lot #74: \$91,500	Lot #78: \$97,500

Taxes Approximately \$400/year
 Property Owners Assoc. Fees \$35/m
 Average Lot Size 35' x 80'
 Full Hook-up: Electric, Water, Sewage
 & Cable TV on All Sites

B Telephone lines to the recreation building and pool and security telephone service at the gate shall be the common property areas and common expense responsibility.

VII Television Cable System

A All TV cable to each lot has been provided to each lot but each lot owner must provide for his own service from the cable company.

B All TV cable service to the recreation building is common property and shall be common expense.

VIII Security Gate

A The security gate located between Tract A and Tract C shall become common property and the Association shall be responsible for the cost of operating and maintaining said security gate including phone and electric service charges thereto.

B Developer shall provide an easement to the Association over Tract C for the sliding back and forth of the section of gate that opens onto Tract C and for the maintenance of gate motors thereto. Said easement shall also include the right of access for repair and maintenance.

IX Tract A

Tract A and all improvements thereon is common area. The entrance wall created thereon shall be maintained by the Association as common property.

X Reserved Area at end of Canal

A The reserved area at the end of the Blue Canal shown on Exhibit A is not part of the plat for the Saddlebunch Recreational Vehicle Park recorded in the Official Records of Monroe County on July 7, 1989 in Plat Book 7, page 51, but is part of the plat of Saddlebunch Shores recorded in Official Records Plat Book 3, page 115. Said reserved area is owned by Developer and that portion thereof on which the entrance wall has been built shall be deeded to the Association as common area or property along with other common areas to be turned over to the Association by the Developer.

The wall and the area of said reserved lot within said wall shall be common area and maintained as part of the common expense until turned over to the Association.

XI Tract B

A All of Tract B and all improvements thereon including the recreation building and pool shall be common area.

XII Landscaping in Utility Easements and Buffer Yards

A All landscaping planted by the Developer within any utility easements at the front of any lot shall be maintained by the Association as common property at Association expense.

B All palm trees, shrubs and other landscaping planted by Developer in the buffer yard that extends for the entire length of Blue Canal over Tract A, Lots 1 through 15 inclusive, Tract B and Lots 38, 39 and 40 shall be maintained by the Association as common property at Association expense. The Association shall have an easement over the rear of lots 1 through 15 inclusive and lots 38, 39, and 40 for the purpose of maintaining said landscaping.

C Nothing herein shall prevent any lot owner from the full use and enjoyment of any property on which a utility easement exists or on which any portion of a buffer yard exists so long as said use does not injure the utility lines contained within said utility easement or prevent said buffer yard landscaping from acting as an effective buffer yard.

XIII Package Sewer Plant

A The package sewer plant constructed and injection wells installed on Tract D by Developer shall be common property. Said plant and wells and all real estate beneath the same shall be deeded to the Association by Developer after January 1, 1991 when Developer's obligation to maintain the same has expired.

B Developer shall grant to the Association easements over Tract C and D for access to and maintenance and repair of said package sewer plant, and injection wells.

C Developer and the Association may agree in writing for the joint use of said sewage package plant by the Association and the users of Tract C and D after January 1, 1991. Said agreement

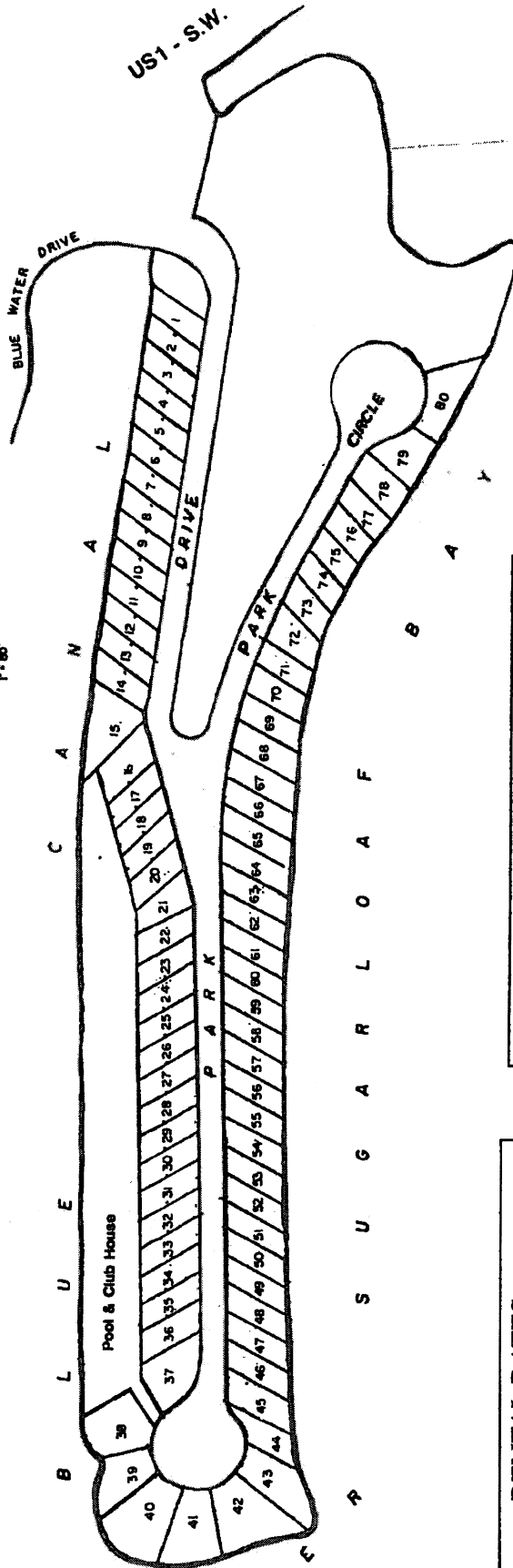
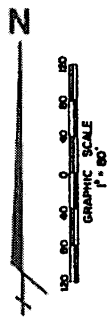
James Mazurek

Declaration

Exhibit 8



BLUEWATER KEY R.V. OWNERSHIP PARK
 P.O. Box 409, Sugarloaf Key, FL 33044
 1-305-745-2494 1-800-237-2266



RENTAL RATES	
Winter 12/1/95-4/1/96	
Lots 1-37: \$45/night	\$1050/month
Waterfront: \$55/night	\$1500/month
Summer 4/1/96-12/1/96	
Lots 1-37: \$35/night	\$200/week \$650/mth
Waterfront: \$45/night	\$250/week \$850/mth

PRICE LIST	
Lots 1-13: \$57,500	Lots 16-36: \$55,000
Lot #15: \$72,500	Lot #51: \$98,500
Lot #59: \$95,500	Lot #60: \$94,500
Lot #61: \$94,500	Lot #62: \$95,500
Lot #66: \$95,000	Lot #69: \$85,000
Lot #74: \$91,500	Lot #78: \$97,500

Taxes Approximately \$400/year
 Property Owners Assoc. Fees \$35/m
 Average Lot Size 35' x 80'
 Full Hook-up: Electric, Water, Sewage
 & Cable TV on All Sites

shall however be in writing and must be approved or accepted by the Florida Public Service Commission, approved by the Department of Environmental Regulation of the State of Florida and approved by three quarters of the Owners of the Association entitled to vote.

EXHIBIT C

TO

DECLARATIONS OF RESTRICTIONS AND
PROTECTIVE COVENANTS

FOR

BLUEWATER KEY RV OWNERSHIP PARK

INITIAL RULES AND REGULATIONS

OF THE

LANDSCAPE AND ARCHITECTURAL BOARD

PROCEEDURES

1. Any Lot Owner who desires to construct any improvement or perform any landscaping activity on any lot shall submit two complete sets of all plans and specifications to the Board and the Developer (where applicable).

2. All approvals or denials of any submitted plans shall be in writing. The denials shall state a short reason therefore and a denial on the grounds of nonconformity with other improvements or landscaping shall be sufficient.

3. Any aggrieved Lot Owner who is denied approval can seek review of the Board's action by the membership of the Association at its next regular meeting. The members of the Association present at said meeting may by (3/4) three quarters vote overrule the Board and permit the proposed improvement or landscaping.

STRUCTURES

1. No structure or other improvement shall be approved by the Board or the Association which is not permitted under the Monroe County land use regulations then in effect or which violates any side yard, front yard, back yard, buffer yard or other bulk space requirements of said land use regulations.

2. No structure or other improvement shall be approved for permanent storage of any material or personal property.

3. No boat davits shall be approved for installation on any lot.

4. No fence made of metal shall be approved and no fence of any material over 18" in height shall be approved for any side yard line. No fence of any kind shall be erected across the front yard line or back yard line of any lot.

5. All plans for patios and parking pads must be prepared by a registered engineer or architect in the state of Florida and bear his or her seal. Said patios or pads cannot be built closer than five feet to the side property line of any lot and cannot rise more than three (3") inches above the grade of said lot. No patio or parking pad will be approved that diverts drainage from one lot to another or that obstructs the natural flow of drainage onto said lot established by the Developer when said lot was originally purchased from the Developer.

6. No screened in porches, family rooms or other recreational vehicle permanent additions shall be approved. No permanent structures shall be permitted except for sunk in garbage or trash can holders that are properly waterproofed and anchored. Decks, piers, seawalls, boat whips, swimming platform decks and ramps are permitted as hereinafter set forth.

7. No structure or other improvement shall in any way interfere with underground utility lines including telephone and cable servicing said lot or any other lot.

8. No structure or other improvement shall be permitted which would be contrary to the Declaration.

LANDSCAPING

1. No plant, tree or shrub which is determined to be noxious under the Monroe County land use regulations then in effect shall be approved for planting or permitted to remain on any lot.

2. Each lot owner should be encouraged to plant only native Florida Keys plants, shrubs or trees. The Board shall maintain

a list of native plants and a list of plants that are not encouraged or forbidden. No tree or shrub with an extensive lateral root system should be planted.

3. Ground cover shall be permitted but only if adequate assurance is given by the lot owner that said ground cover will be kept trim and free of all weeds. Pee rock shall be encouraged as a preferred ground cover.

4. All landscaping plans shall be submitted in duplicate for approval. Nothing shall prohibit the temporary placement of flowers, ferns or shrubs in pots outside the recreational vehicle.

5. All lots shall be kept clear of all noxious weeds especially Australian Pine and Florida Holly.

DOCKS, PIERS, SEAWALLS, ETC.

1. No dock, seawall, pier, swimming platform, cantilevered deck, boat ramp or bulkhead shall be applied for without prior approval from Monroe County and any other Federal, State or Regional Agency exercising jurisdiction.

2. The Board shall encourage all lot owners along Bluewater Canal to apply for uniform dock, seawall, pier, swimming platform, cantilevered deck, boat ramp or bulkhead permits in order to insure that all such water front structures along the canal are uniformly placed and constructed. All plans which would create a hodgepodge of different water front structures shall be denied.

3. The Board shall encourage all lot owners whose lots face the open water to apply for uniform docks, seawalls, piers, and decks in order to avoid uneven construction and undue erosion. Rip rap seawalls are to be encouraged.

4. The Board shall solicit from Monroe County and other jurisdictional agencies permissible designs of structures to aid and abet the use of the water front on each lot. The Board shall also solicit from Monroe County and other jurisdictional agencies methods and/or suggestions to preserve the quality of the water-front and prevent erosion and other loss of property.

AMENDMENTS

These initial rules may be added to or amended at any time by the vote of three quarters of the members of the Association at any regular or special meeting.

James Mazurek

Declaration

Exhibit 9



Bluewater Key RV Ownership Park

Brian Sullivan

Saddlebunch Recreational Vehicle Park

P.O. Box 409

Lower Sugarloaf Key, FL 33044

(305) 745-2494 or 1-800-237-2266

January 31, 1990

*PAT NEED
LETTER*

Mr. & Mrs. Ronald Lacroix
85 Place Des Pines
Laprarie, Quebec J5R 4N1

Re: Bluewater Key Lot 43

Dear Mr. & Mrs. Lacroix:

Closing was held today on the above lot. I would like to personally welcome you to the Bluewater Key RV Ownership family and hope you will avail yourself of all the facilities.

It will be necessary for you to have the water and electric service placed in your name. Florida Keys Aqueduct will send you the necessary paper work to transfer the account to your name. They will require a \$75.00 deposit.

City Electric System will need a letter from you together with a deposit check of \$125.00 if you are a new customer or \$75.00 if you were previously a CES customer. You should also send them a photo copy of your driver's license and canadian social security card. The account for the above lot has been opened in the name of Saddlebunch RV Park for lot 43, and as soon as you apply for service the account will be placed in your name. I have left with them a copy of the deed.

You should make your own arrangements with the telephone Co. and TCI, the cable Co.

If you need help please call Brian or myself.

Very truly yours,

Lloyd A. Good, Jr.
Lloyd A. Good, Jr.

LAGjr/dz

*P.D. 500 6100
Key 0300
2441*

James Mazurek

Declaration

Exhibit 10



Bluewater Key RV Ownership Park

Saddlebunch Recreation Vehicle Park

P.O. Box 409

Lower Sugarloaf Key, FL 33044

(305) 745-2494 or 1-800-237-2266

April 8, 1994

Mr. Ronald Lacroix
85 Place DesPines
Laprarie, Quebec J5R4N1

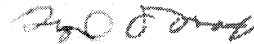
Dear Ron:

Re: Tiki, lot 43

The County Code Enforcement is requiring that permits be taken out for all Tiki's built at the RV Park. A copy of a letter from Marty Arnold is enclosed. Your Tiki, however, cost less than \$500.00 and was built more than 4 years ago. I have prepared an affidavit which you should have sworn to before a notary to that affect. This should be sufficient to avoid further problems on you lot.

If you have any question please feel free to contact me. You send me the affidavit and I will be glad to deliver it to Mr. Arnold. I am sending a copy of this letter to Mr. Arnold.

Sincerely,



Lloyd A. Good, Jr.

LAGjr/dz
Enclosure

cc: Marty Arnold

James Mazurek

Declaration

Exhibit 11

BLUEWATER KEY RV PARK

DOCUMENT PACKET

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FILED MONROE COUNTY
AUGUST 10, 1989

ARTICLES OF INCORPORATION
BLUEWATER KEY RV OWNERSHIP PARK OWNERS ASSOCIATION INC.
INCORPORATED AUGUST 3, 1989

BY-LAWS OF ASSOCIATION
ADOPTED AUGUST 11, 1989

James Mazurek

Declaration

Exhibit 12



BLUEWATER KEY

AN RV OWNERSHIP PARK

Location
Rally Information
Park Amenities
Key West Info

Weather Information
hit your back button when
your finished viewing
weather!

For Reservations
call 1-800-237-2266

The Florida Keys, for centuries the home of adventures, are now the perfect location for those who thrive on warm climates and wish to enjoy the natural beauty of the out islands of the United States.

We are surrounded by the natural beauty of the lower keys famous for deep sea and backcountry fishing, diving, warm weather and spectacular sunsets.



Send email to: information@bluewaterkey.com

©1998 Bluewater Key

Site designed and maintained by [the web design team](http://www.thewebdesignteam.com)

James Mazurek

Declaration

Exhibit 13



Bluewater Key
R.V. RESORT



James Mazurek

Declaration

Exhibit 14



CONTRACT FOR SALE AND PURCHASE

This Agreement made this day of March, 1994 by and between Saddlebunch Recreational Vehicle Park, Inc. (hereinafter Seller or Developer) and ~~Clinton Development Co~~
~~a Michigan Corporation~~ and James R. Mazurek.
(hereinafter Buyer).

WITNESSETH

Whereas S Seller is the Developer of the Bluewater Key Recreation Vehicle Park an RV Ownership Park on Saddlebunch Key in Monroe County Florida (hereinafter RV Park) and,

Whereas Seller has caused to be recorded in the Official Records of Monroe County Florida in Plat Book 7, page 51, a subdivision or plat of said RV Park a copy of which is attached hereto made a part hereof and marked Exhibit "A" and,

Whereas Seller has built the infrastructure of said RV Park in accordance with plans approved and permitted by the Building Department of Monroe County Florida which plans (hereinafter site plans) are on file with said building department at the County Offices on Junior College Road on Stock Island, Key West, Florida and,

Whereas All site improvements included in the site plans, have been constructed by Seller as of the date hereof in accordance with said site plans and,

Whereas Seller has on the date hereof completed the recreation building, pool and parking area for the RV Park in accordance with plans and specifications prepared by Thomas E. Pope PA, Architect, and approved and permitted by the Building Department of Monroe County Florida which plans and specifications (hereinafter common building plans) are also on file with the said building department on Stock Island in Key West, Florida and,

Whereas Seller as Developer has by instrument dated July 31, 1989 created Declarations of Restrictions and Protective Covenants

for the RV Park and all land owned by Developer. (hereinafter Declarations) which Declarations were recorded in the Official Records of Monroe County in Book 1101, page 719 etc. on August 10, 1989 and,

Whereas Seller as Developer has incorporated the Bluewater Key RV Ownership Park Property Owners Association Inc. (hereinafter Association) as a not for profit Florida Corporation as provided in the Declarations to operate the RV Park in the future for the benefit of Buyer and other lot owners therein including Developer and,

Whereas A copy of said Declarations, a copy of the Articles of the Association filed with the State of Florida, and a copy of the By-laws of the Association have been delivered to Buyer herewith and,

Whereas Buyer desires to purchase a lot in the RV Park subject to the Declarations and become a member in the Association subject to the Articles and By-laws.

NOW THEREFORE Seller and Buyer intending to be legally bound hereby do on behalf of themselves, their heirs, personal representatives, successors, and assigns agree as follows.

1. Seller agrees to sell to Buyer who agrees to purchase from Seller Lot 67 in the RV Park as shown on Exhibit "A" for a purchase price of \$ 125,000.00.

2. The purchase price for said Lot 67 shall be paid as follows.

(a) A down payment or deposit in the amount of \$ 12,500.00 shall upon the execution hereof be delivered to and held in escrow by Charles M. Miller Esquire Trustee.

(b) The balance of \$ 112,500.00 shall be paid at closing (US cash, locally drawn cashiers check) subject to the adjustments and prorations herein provided.

3. Financing. This agreement is not contingent upon the Buyer obtaining any financing unless a separate financing contingency is added hereto as Exhibit "B" and signed by Seller and

Buyer at the time of the execution hereof.

4. Title Evidence. Within ten days from the contract date, Seller shall at Seller's expense, deliver to Buyer or Buyer's attorney an owner's title insurance commitment with title policy premium to be paid by Seller at closing. The Title insurance commitment shall be issued by a qualified title insurer in the State of Florida agreeing to issue to Buyer upon recording the deed to Buyer an Owner's policy of title insurance in the amount of the purchase price, insuring title of the Buyer to the Property subject only to liens, encumbrances, or exceptions set forth in this Contract. If title is found defective, Buyer shall within ten days notify Seller in writing specifying defect(s). If said defects render title unmarketable, Seller shall have thirty days from receipt of notice within which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either accepting the title as it then is, or demanding refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released of all further obligations hereunder.

5. Title Deed. Said Lot is to be conveyed by a good and sufficient Special Warranty Deed executed by the Seller and running to the Buyer and said deed shall convey a good and clear record and insurable title thereto, free from encumbrances except:

(a) Provisions of existing building and zoning laws of the Monroe County Comprehensive Land Use Plan;

(b) Easements, restrictions, and reservations of record which do not prohibit or materially interfere with the use of the Premises for recreational vehicle residential purposes;

(c) Subject to and with the benefit of the terms, conditions, agreements, covenants, restrictions and easements set forth in the Declarations incorporated herein by reference;

(d) Items set forth in Title insurance commitment to be provided pursuant to Paragraph No. 4 which do not affect the marketability of title and are customary and normal in Monroe County Florida.

6. Time For Closing and Delivery of Deed. Time is of the essence. The Deed shall be delivered by Seller and the balance of the purchase price shall be paid by Buyer on June 15 1994.

7. Place of Closing. Closing shall be in Monroe County at the office of the title company issuing the Title evidence or at the office of Seller or any other closing agent's office designated by Seller in Seller's notice of closing. If no place of closing is set it shall be at the RV Park.

8. Occupancy. At the time of closing the Lot sold hereunder shall be vacant unless occupied by Buyer with the written consent of Seller, and Seller shall deliver possession of said Lot to Buyer.

9. Liens. Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for ninety days (90) immediately preceding date of closing. If the property has been improved, or repaired within said time, Seller shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers and materialmen, together with the Seller's affidavit which shall further recite that all bills for work to the Property have been paid or otherwise provided for.

10. Default. If Buyer fails to perform any of the covenant of this Contract, all money paid pursuant to this Contract by Buyer shall be retained by or for the account of Seller as consideration for the execution of this Contract and as agreed liquidated damages as Seller's sole remedy. If Seller fails to perform any of the covenants of this Contract all money paid pursuant to this Contract by Buyer at the option of Buyer shall promptly be returned to Buyer on demand; or Buyer shall have only the right of specific performance.

11. Documents for Closing. Seller shall furnish deed, Seller's lien affidavit, purchase money note, if any, and closing statement and submit copies of same to Buyer or Buyer's attorney at least five days prior to scheduled closing date.

12. Expenses. State documentary stamps to be affixed to the instrument of conveyance, intangible tax on and cost of recording purchase money mortgage, if any, shall be paid by Seller. Documentary stamps to be affixed to any purchase money note and cost of recording deed shall be paid by Buyer.

13. Associations Assessments and Prorations. Association assessments in the amount of \$300.00 shall be paid for three months in advance to the Association at closing by Buyer. All real estate taxes shall be prorated to the date of closing. For the purpose of the proration of taxes for the year of sale the assessed value shall be 80% of the sale price and the millage shall be the same as the millage for the preceding year. Garbage fees shall be prorated to the date of sale.

14. Proceeds of Sale: Closing Procedure. In order to avoid an escrow closing, the parties hereto, and the title insurance company representative selected by the Party furnishing the title insurance, shall use their best efforts to comply with Section 627.7841, F.S. If unable to comply therewith, the following procedure shall be followed: The cash proceeds of sale shall be held in escrow by Seller's attorney or such other escrow agent mutually agreed upon for a period of not longer than five days from the Closing Date. The deed shall be recorded and thereafter an examination of the title shall be made by the title insurance company during the period from the effective date of the title Commitment through the date of recording the deed. If such title examination reveals any change in the status of the title during such period which would render Seller's title unmarketable, the title company representative shall notify Buyer and Seller of such fact within five days from the date of closing and Seller shall have thirty days from date of receipt of such notice to cure said defect. In the event Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefore, and within five days thereafter, be returned to Buyer and simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to Seller by special warranty deed.

15. Escrow. Any escrow agent receiving funds agrees to promptly deposit and to hold same in escrow and to disburse

same subject to clearance thereof in accordance with the terms and conditions of this Contract. In the event of doubt as to his duties or liabilities, the escrow agent may, in his sole discretion, continue to hold the monies which are the subject of this escrow, until the parties mutually agree to the disbursement thereof or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or he may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute and upon notifying all parties concerned of such action all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. If a licensed real estate broker, the escrowee will comply with the provisions of Chapter 475, F.S., as amended. All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the escrow agent.

16. Attorney Fees and Costs. In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable costs and attorneys fees at all trial and appellate levels.

17. Contract Not Recordable. This Contract shall not be recorded in any public records.

18. Buyers Approval of Declarations and By-laws. The Buyer hereby approves the Declarations and the Articles and By-laws delivered to Buyer herewith and agrees to be bound thereby.

Buyer agrees that upon closing and delivery of the Deed to Lot 147 Buyer shall automatically become a member of the Association as said term is defined in the Declarations, shall be bound by any obligations imposed on Buyer by said Declarations, and that the Association shall operate and be governed by the Articles and By-laws.

Buyer acknowledges the Association shall have the responsibilities and expense set forth in said Declarations for maintaining and operating said RV Park. Buyer is required as a mandatory condition of membership in the Association and ownership of any lot in the RV Park to pay a share of such expense.

19. Seller's Obligations to Complete the Park Infrastructure and Obtain Approvals. Seller has on the date hereof satisfactorily completed and paid for all site improvements as provided in the site plans. Seller as Developer has (a) obtained from Monroe County Florida certificate of occupancy for said site improvements and paid all and any impact fees required by Monroe County (b) obtained from the State of Florida through the Department of Environmental Regulation a valid license to operate either in its own name or in the name of the Association the sewerage package plant located on Tract D of Exhibit A, and (c) obtained from any and all jurisdictional agencies (local, state or federal) all necessary permit to open and operate the RV Park for the purpose set forth in the Declarations.

20. Seller's Obligation to Complete the Recreation Building and Pool and Obtain Approvals. Seller has on the date hereof completed the recreation building, pool and parking therefor on Tract B of Exhibit A. Seller as Developer has completed the construction of said recreation building, pool and parking therefor and paid for all of said construction in accordance with common building plans and has (a) obtained from Monroe County Florida a certificate of occupancy for said improvements and paid all impact fees required by Monroe County (b) obtained from any and all jurisdictional agencies (local, state or federal) all necessary permit to open and operate said improvements.

21. Buyer's Acceptance of Improvements "As Is". Upon closing hereunder Buyer shall accept the RV Park, the recreation building, pool and all other improvements to said RV Park "As Is" and Seller as Developer shall not be obligated to construct any further improvements to said RV Park unless provided for hereunder or in the Declarations. Seller shall however fulfill all obligation imposed upon it by the Declarations after closing as Developer.

22. Water Meter and Electric Meter for Lot. Seller shall pay for and have installed on the Lot purchased hereunder within ten (10) days after closing the water meter and electric meter for said Lot. Both services for said meters shall be paid for by Seller at the time of closing or before and Buyer shall sign up for service at the time of closing.

Water is supplied by the Florida Keys Aqueduct Authority. Seller shall pay all connection fees including any impact or distribution development fee, meter charge or tap fee, but Buyer shall be responsible for any deposit required for service.

Electric is to be supplied by the City Electric System. Seller shall pay for connection of the meter to the lot from the transformer including the cost of the meter and any electric impact fee. Buyer shall be responsible for any deposit required for service.

23. Utility Extensions. Seller agrees, on a one time basis, to extend the water, sewer, telephones, electric and cable television lines on said lot(s) to a location within the boundaries of the lot(s) specified by and for the convenience of the Buyer. However, the one time utility extension provided for herein may not violate legal setbacks or easement provision of any kind whatsoever. Buyer shall specify the location of the terminal end of said extensions at time of closing and Seller shall have 30 days from closing to complete installation of the extensions at Sellers sole cost and expense.

24. Improvement Permit. See Exhibit "C" attached hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

WITNESSES

Delores Zickert

Executed by Seller on March 7 1988
(seal)

LLOYD A. GOOD, JR., PRESIDENT
Saddlebunch Recreational Vehicle
Park, Inc.

WITNESSES

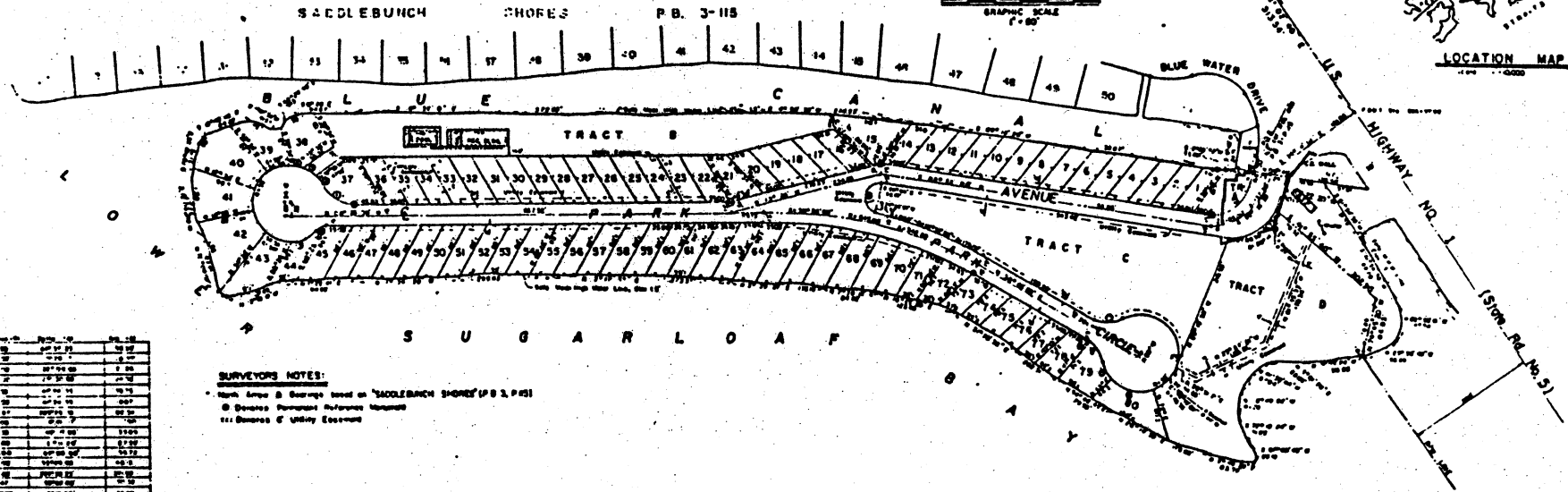
Executed by Buyer on _____

SADDLEBUNCH RECREATIONAL VEHICLE PARK

A PORTION OF GOVERNMENT LOT 4, SECTION 8, TWP. 67 S. RGE. 27 E.
SADDLEBUNCH KEYS MONROE COUNTY FLORIDA

FREDERICK H. HILDEBRANDT, INC.
ENGINEERS - PLANNERS - SURVEYORS
MONROE COUNTY FLORIDA

DEC 1968



STATION	TO	FROM	BEARING	DIST.
1	2	3	N 89° 15' 00" E	100.00
2	3	4	N 89° 15' 00" E	100.00
3	4	5	N 89° 15' 00" E	100.00
4	5	6	N 89° 15' 00" E	100.00
5	6	7	N 89° 15' 00" E	100.00
6	7	8	N 89° 15' 00" E	100.00
7	8	9	N 89° 15' 00" E	100.00
8	9	10	N 89° 15' 00" E	100.00
9	10	11	N 89° 15' 00" E	100.00
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84	85	86	N 89° 15' 00" E	100.00
85	86	87	N 89° 15' 00" E	100.00
86	87	88	N 89° 15' 00" E	100.00
87	88	89	N 89° 15' 00" E	100.00
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107	108	109	N 89° 15' 00" E	100.00
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109	110	111	N 89° 15' 00" E	100.00
110	111	112	N 89° 15' 00" E	100.00
111	112	113	N 89° 15' 00" E	100.00
112	113	114	N 89° 15' 00" E	100.00
113	114	115	N 89° 15' 00" E	100.00
114	115	116	N 89° 15' 00" E	100.00
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116	117	118	N 89° 15' 00" E	100.00
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141	142	143	N 89° 15' 00" E	100.00
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144	145	146	N 89° 15' 00" E	100.00
145	146	147	N 89° 15' 00" E	100.00
146	147	148	N 89° 15' 00" E	100.00
147	148	149	N 89° 15' 00" E	100.00
148	149	150	N 89° 15' 00" E	100.00
149	150	151	N 89° 15' 00" E	100.00
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160	161	162	N 89° 15' 00" E	100.00
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164	165	166	N 89° 15' 00" E	100.00
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186	187	188	N 89° 15' 00" E	100.00
187	188	189	N 89° 15' 00" E	100.00
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191	192	193	N 89° 15' 00" E	100.00
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193	194	195	N 89° 15' 00" E	100.00
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197	198	199	N 89° 15' 00" E	100.00
198	199	200	N 89° 15' 00" E	100.00
199	200	201	N 89° 15' 00" E	100.00
200	201	202	N 89° 15' 00" E	100.00
201	202	203	N 89° 15' 00" E	100.00
202	203	204	N 89° 15' 00" E	100.00
203	204	205	N 89° 15' 00" E	100.00
204	205	206	N 89° 15' 00" E	100.00
205	206	207	N 89° 15' 00" E	100.00
206	207	208	N 89° 15' 00" E	100.00
207	208	209	N 89° 15' 00" E	100.00</

James Mazurek

**Declaration
Exhibit 15**



Bluewater Key RV Ownership Park

Saddlebunch Recreation Vehicle Park

P.O. Box 409

Lower Sugarloaf Key, FL 33044

(305) 745-2494 or 1-800-237-2266

June 20, 1994

Mr. James A. Mazurek
36990 Lamphier Street
Harrison Township, Mi. 48045

Dear Jim:

Re: Lots 76 & 77

Please find enclosed water bills for the above two lots which we will take care of at closing. I have paid them:

You have had a permit for the tiki and the decks since April 15, 1994. The appeal time elapsed June 17, 1994 and I have not received notice from D.C.A. of an appeal.

We are therefore ready to close on these lots at any time. Your letter to Charles Milligan dated May 27, 1994 indicated you haven't received the deck and tiki permits. I think what you meant was the appeal time has not elapsed. It now has. I have in my possession the permits for both lots and will deliver them to you at closing.

Hold off on applying for dock permits at this time at least for the next 30 days. I think I am working something out that may alleviate the problem.

Sincerely,



Lloyd A. Good, Jr.

LAGjr/dz
Enclosure

James Mazurek

**Declaration
Exhibit 16**



Bluewater Key RV Ownership Park

Saddlebunch Recreational Vehicle Park

P.O. Box 409

Lower Sugarloaf Key, FL 33044

(305) 745-2494 or 1-800-237-2266

February 8, 1995

Mr. James A. Mazurek
36990 Lamphier Street
Harrison Township, Mi. 48045

Dear Jim:

Re: Lots 76 & 77

Please find enclosed a list of 1994 actual association expenses less income showing a total due of \$481.02 per lot. Your share for the time you owned the lots in 1994 is \$641.36. You therefore owe \$41.36 for 1994.

I am requesting \$300.00 for each lot to be paid at this time toward 1995 estimated expenses. Please remit the sum of \$641.36 to "Bluewater Key RV Park Property Owners Association".

Sincerely,



Lloyd A. Good, Jr.

LAGjr/dz
Enclosure



Exhibit Y

118 So.3d 219, 2013 WL 3215694 (Fla.)

(Table, Text in WESTLAW), Unpublished Disposition
(Cite as: 118 So.3d 219, 2013 WL 3215694 (Fla.))

H

(The decision of the Supreme Court of Florida is referenced in the Southern Reporter in a table captioned 'Florida Decisions Without Published Opinions.')

END OF DOCUMENT

Supreme Court of Florida.

Roland B. CLARK, etc., et al., Petitioner(s)

v.

BLUEWATER KEY RV OWNERSHIP PARK
PROPERTY OWNERS ASSOCIATION, INC., Respondent(s).

No. SC13-284.

June 19, 2013.

*1 This cause having heretofore been submitted to the Court on jurisdictional briefs and portions of the record deemed necessary to reflect jurisdiction under Article V, Section 3(b), Florida Constitution, and the Court having determined that it should decline to accept jurisdiction, it is ordered that the petition for review is denied.

No motion for rehearing will be entertained by the Court. *See* Fla. R.App. P. 9.330(d)(2).

The motion for attorney's fees is granted and it is ordered that respondent shall recover from petitioner the amount of \$2,500.00 for the services of respondent's attorney in this Court.

POLSTON, C.J., and PARIENTE, CANADY, LABARGA, and PERRY, JJ., concur.

Fla., 2013.

Clark v. Bluewater Key RV Ownership Park Property Owners Ass'n, Inc.

118 So.3d 219, 2013 WL 3215694 (Fla.)

In the Matter of Application Serial No. 85644802
Published in the Official Gazette on November 13, 2012
Mark: Bluewater Key in International Class: 43

CLARK, RITA M. d/b/a
BLUEWATER RENTALS

Opposer,

Opposition/Cancellation No. 91209747

v.

BLUEWATER KEY RV OWNERSHIP
PARK PROPERTY OWNERS
ASSOCIATION, INC.,

Applicant

BLUEWATER KEY RV OWNERSHIP
PARK PROPERTY OWNERS
ASSOCIATION, INC.,

Petitioner,

v.

CLARK, RITA M. d/b/a
BLUEWATER RENTALS

Respondent.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Exhibits S and Y to Arlen L. Olsen's Affidavit in support of Applicant/Petitioner's Summary Judgment Motion and Memorandum of Law was filed electronically and is being served by First Class Mail, postage prepaid on Opposer's attorneys, Kevin Markow and Michael De Biase of Becker & Poliakoff, P.A., 1 East Broward Blvd., Ft. Lauderdale, Florida 33301 on this 7th day of May 2014.

/Arlen L. Olsen/
Arlen L. Olsen, Esq.